Cases Reported this Week.

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The Solicitors' Journal and Reporter.

LONDON, OCTOBER 6, 1888.

CURRENT TOPICS.

As the vacation approaches its termination the work to be disposed of by Sir James Hannen in court is becoming much lighter. On Wednesday last his lordship disposed of his paper by a quarter to four o'clock, and it is anticipated that on the 9th inst., as well as on the 17th (which will be the last day of the vacation sittings in court) there will be comparatively little business.

It will be observed from a report in another column that the view we ventured to propound last week (*ante*, p. 759) as to the power of a vacation judge to reverse or vary orders other than those made by himself, as laid down in R. S. C., ord. 63, r. 12, received the sanction of Sir James Hannen on Wednesday last in the case of *Re the Dundee Suburban Railway Co.* We must add, however, that at the time of the publication of our comment we had no idea that the question would be brought before the court.

We understand that an order has been made by the Lord Chief Justice and the Master of the Rolls to the effect that a certificate of having passed a Preliminary Examination under the Solicitors Act, 1877, will not be required from any person who has passed the Preliminary Examination of the Victoria University, and any person who passes the last mentioned examination in the first division may, if otherwise duly qualified, be admitted and enrolled as a solicitor after service under articles of clerkship to a practising solicitor for the term of four years. Latin must, however, be one of the subjects taken at the Preliminary Examination of the Victoria University by any such person.

It has been understood for some time that the Lord Chancellor proposed to issue new rules for regulating the transaction of business in the Land Registry Office under the Land Transfer Act, 1875, and as various statements on the subject have found their way into print, it may be well to give an outline of some of the changes affecting solicitors which we believe are proposed. So far as we can learn, the principal alteration, so far as the registration of possessory titles is concerned, is that the concurrence of the applicant's solicitor will not in future be necessary. We believe that it has been strongly urged that for the protection of the public, as well as for the assistance of the registrar in avoiding or detecting personation or fraud, every application (or certainly every application not made and prosecuted by the proprietor in person) should have the guarantee of an officer of the court trained to conduct conveyancing business, and summarily responsible to the court for any misstatement or concealment of fact. Notwithstanding that registration with a possessory title is, in fact, little more, in the first instance, than a statement of claim, yet in practice and by others than lawyers the possession of a certificate of registration will probably be accepted as meaning more than this, and as conveying some assurance of title. It is on every account desirable that the statement on which a certificate of registration is granted should be as correct as possible. We believe it has also been pointed out that if the intervention of a solicitor is not obligatory a great many of the applications will probably be made through the agency of persons over whom the court can exercise no summary jurisdiction, and of whose qualifications there will be no guarantee. None of the statutes passed from time to time by the Legislature expressly to protect the public against this danger will be infringed, inasmuch as the unqualified person will not hold himself out to be a solicitor, and will not have occasion to prepare any instrument under seal. Of course similar considerations apply to the application for registration with an absolute title. In the transfer of Government stock, the intervention of a broker is required as a protection against fraud, personation, or mistake, and it is much more important that, in dealings with so complicated a subject as the transfer of, or title to, land, the intervention of a responsible person should be insisted on. We think it indisputable that so important a change as the allowing of unqualified agents to conduct conveyancing business for fee or reward would not be for the public advantage, and it is earnestly to be hoped that the Lord Chancellor will give effect to the representations which have been made to him.

One of the most important matters likely to be dealt with by the new rules is, we believe, the fees to be charged by solicitors for land registry business. It appears that some discrepancy exists in the practice of solicitors with regard to the system of charges, and we understand that it is proposed to issue a scale of costs for proceedings under the Act of 1875, or rather two scales, one for registration with an absolute or qualified title, and the other for first registration with possessory title and transfers for value. It is understood that the fees proposed in the first mentioned scale are moulded exactly on the fee in Schedule I., Part I., of the Remuneration Order to vendor's solicitor for deducing title and perusing and completing conveyance, with a minimum charge of £3 where the value is under £100, and of £5 where it is £100 or over. This scale, we believe, is not to apply when the application for registration is made on the occasion of a sale, purchase, or mortgage, or when the title was deduced or investigated by the applicant's solicitor on such an occasion and he obtained payment under the Remuneration Order. The proposed scale for first registration with possessory title and transfers, it is understood, commences with £1 1s. where the value does not exceed £100, with an additional guinea for every £100 up to £300, and then gives an additional guinea for every £200 up to £900. We understand that for transactions between £900 and £2,000 the proposed fee is £7 7s., and that an additional guinea is given for each £1,000 up to £10,000, the fee for which will accordingly be £15 15s. There appears to be no provision for a minimum fee in this proposed scale, and we believe it has been urged that a minimum fee of £2 2s. should be fixed. It must be remembered that for every transaction an examination of the land certificate will be required; if part only of the land be dealt with, the new description and certificate must be prepared or checked; there must be at least one attendance at the registry, and there may be several signatures to be obtained. We believe that the proposed rules will contain provisions preserving to solicitors as regards registered land their right to the negotiation fee and fee for conducting a sale by auction under the Remuneration Order, and also a provision as to disbursements, &c., somewhat similar to clause 4 of the Remuneration Order; and that, as regards business not provided for connected with any transaction not completed or incidental to or consequential on the registration of land, there will be a provision similar to clause 2 (*b*) of the Remuneration Order. We understand, also, that it is proposed to introduce a provision enabling the solicitor to elect by writing that his remuneration in respect of registration business shall be according to the old system as altered by Schedule II. of the Remuneration Order instead of under the proposed scales.

It is possible that the Home Office, in originally coming to the conclusion that it was unadvisable to offer rewards for the discovery of crimes, may have been influenced to some extent by the facts that such rewards have not in former times always gone to the person to whom the credit of the conviction is really due, and that great difficulty has sometimes arisen as to the person entitled to the reward. The first person who gives the information which leads to the discovery and conviction of the offender is entitled to the reward, and under the ordinary form of notice of reward for "such information as shall lead to the discovery and conviction of the" criminal (which we observe is adopted in the notice recently issued by the City of London Police), the information given need not be legal evidence sufficient to convict; any information directly followed up by the police might be sufficient (*Turner* v. *Walker*, 14 W. R. 793, L. R. 1 Q. B., at p. 645). "I see no reason," said Chief Baron Kelly when this decision was before the Exchequer Chamber (15 W. R. 407, L. R. 2 Q. B., at p.

308), "whether there be one or more links in the chain of cause and effect, so long as there is evidence that the original information given by the plaintiff may have led ultimately, through one or more successive links in the chain of cause and effect, to the ultimate discovery and apprehension of the real offenders, why the person who gives the original information which is the original cause of the ultimate effect or consequence, the apprehension of the offenders, may not reasonably contend before the jury that the information which he gave led to the apprehension and conviction of the offenders so as to entitle him to the reward in question." The result of this doctrine is that the reward may go to a person who has afforded only a statement of the place at which the criminal may be found, while the persons by whose activity and perseverance the evidence on which he is convicted has been obtained fail to obtain any reward. But while it may be unadvisable to offer rewards as a general rule, it should be remembered that in such cases as the Whitechapel outrages the importance of discovering the criminal outweighs all considerations of the difficulties and dissatisfaction which may arise from the mode of disposal of the reward. And as a reward has now been actually offered, it may be well that it should be known that in order to earn it any definite information in the nature of a clue leading to ultimate discovery and conviction of the criminal may suffice.

The case of *Cann* v. *Willson* (*ante*, p. 542, 39 Ch. D. 39) is a useful illustration of the law of negligence. A valuation was made for a mortgagor, apparently without the payment of any fee. But the result was sent by the valuers to the solicitors of the mortgagee, and when their attention was particularly called to the purpose for which it was to be used, they re-asserted its accuracy. The manner in which it was actually made is not stated, but it seems to have been taken more or less at random from figures supplied by the mortgagor; at any rate, there was no doubt that it was not an independent valuation. In these circumstances, when the mortgage security ultimately proved insufficient, it was sought to make the valuers liable for the deficiency on the grounds of neglect of duty and of fraud, and upon both the judgment of Chitty, J., was against them. As to the former he relied strongly on *Heaven* v. *Pender* (11 Q. B. D. 503), and, although he did not refer to the difference which there arose between Brett, M.R., and Cotton and Bowen, L.JJ., yet he seemed to be guided by the very general principle laid down by the first, from which the others shrank. According to Brett, M.R., "Wherever one person is by circumstances placed in such a position with regard to another that everyone of ordinary sense who did think would at once recognize that, if he did not use ordinary care and skill in his own conduct with regard to those circumstances, he would cause danger or injury to the person or property of the other, a duty arises to use ordinary care and skill to avoid such danger." This broad statement of the law certainly covered the case before Chitty, J., though in the actual facts there was here the important difference that the valuers seem to have been merely volunteers. Perhaps it is clearer that the circumstances come within the decision as to fraudulent misrepresentation in *Peek* v. *Derry* (37 Ch. D. 541) than within any rule as to neglect of duty really established with regard to them by *Heaven* v. *Pender*. There it was laid down that, "when a man makes an untrue statement with an intention that it shall be acted upon, without any reasonable ground for believing that statement to be true, he makes default in a duty thrown upon him from the position he has taken on himself." In this view the Court of Appeal was unanimous, and it is clearly a better ground of decision than the rule laid down by Brett, M.R., in *Heaven* v. *Pender*, which, however correct it may turn out to be, was too general to be accepted by the rest of the court. Upon general grounds of expediency, however—and, at any rate, in the present case—there seems no reason to doubt the justice of its application. An expert may decline to give an opinion if he likes, but if he gives it in ordinary business matters it ought to be under a sense of responsibility.

An argument in favour of the suggestion that parochial registers should be deposited at Somerset House may be derived from the difficulty of obtaining certificates in proper form. It may be remembered that before Lord Brougham's Act (14 & 15 Vict. c. 99), s. 14, it was necessary, in proving the steps of a pedigree in the Court of Chancery, to prove that the certificates of births, deaths, or marriages were correct extracts from the register; but the effect of the above-mentioned Act is to make extracts from a parish register, if purporting to be signed and certified by "the officer to whose custody the original is intrusted," admissible in evidence in any court of justice. It was held, soon after the passing of the Act, that extracts from parish registers, signed by persons describing themselves as "rector" or "vicar" were sufficient within the Act (*Re Neddy Hall's Estate*, 2 De G. M. & G. 748); and in the subsequent case of *Re Porter's Trusts* (4 W. R. 443) the same rule was applied to a certificate by a person describing himself as "curate." But a description as "incumbent" is not sufficient (*Re Neddy Hall's Estate*). Some experience of certificates attempted to be used in the Chancery Division justifies the assertion with which we commenced, that it is a matter of difficulty to ensure that the certificate is in proper form. We have seen certificates signed simply with a name, without any description; sometimes signed "parish clerk" or "clerk of the parish"; in other cases "incumbent" or "priest in charge." Occasionally there is no stamp affixed; the penny included in the fee for this purpose having apparently been otherwise applied. The signature of the clergyman is not always legible. Now if the parochial registers were deposited at Somerset House there would be one uniform mode of issuing certificates under the seal of the Registrar-General, who would not be at all likely to omit any formality, whether relating to stamp or otherwise.

Clearly Sir James Hannen does not believe in reconciliations that have only the testimony of a written memorandum, and he declined to be guided by this in the case of *McAlister* v. *McAlister* (reported elsewhere), in which the continued validity of a separation deed was in question. It has long been settled law that such a deed is put an end to by subsequent reconciliation; as was said by Lord Eldon, C., in *Bateman* v. *Ross* (1 Dow. 235), "It must not be permitted to parties to make agreements for themselves to hold good whenever they choose to live separate." This he put upon the fickle ground of public policy, and though this has greatly changed with regard to separation deeds generally, it is still the same in this respect. But what amounts to a reconciliation is, of course, a question of fact, to be determined on the circumstances of each particular case. In general there is a renewal of cohabitation, which is held to be decisive; but short of this it would be impossible to lay down any rule. In *Bateman* v. *Ross* Lord Eldon not unnaturally refused to allow that there was any reconciliation by reason of the parties living under the same roof, when they were all the time in a state of the highest animosity. On the other hand, in *Fletcher* v. *Fletcher* (2 Cox. 99), the wife returned to her husband, and lived with him in a state of great affection for seventeen days, when she went away on a visit and refused to come back. Here, although the lady was wayward, and the time was short, there was no doubt of the reconciliation. In the case before Sir James Hannen a memorandum to the effect that a reconciliation had been brought about had been in some way affixed to the separation deed, but of any actual reconciliation by the conduct of husband and wife there seems to have been no proof; and, in the absence of this, as we have said, it was held that the reconciliation had failed to be established.

From the returns recently published for the year ending 31st October, 1887, it appears that, in the Chancery Division, there were 744 actions in the books at the commencement of the year, and that 2,134 were set down during the year, making 2,878 in all. Of this number 1,366 were heard during the year, and 748 were otherwise disposed of, leaving 764 as remanets. These figures, with the exception of the remanets from the previous year, are all slightly in excess of those appearing in the returns for the year 1885-6. The business done in the chambers of the chancery judges shews in 1886-7 a considerable increase over that of the previous year. There were issued 25,434 summonses, as against 24,924; the orders made numbered 19,461, as against 19,173; and the orders brought into chambers for prosecution there were 2,667,

including 129 for winding up companies, as against 2,477, including 110 for winding up. Sales of real estate by the court numbered 603, as against 568 in the previous year; and the amount realized was £1,131,435, as against £1,075,837. At the end of the year there were 5,632 orders for accounts, and 1,248 orders for winding up still pending.

POSSESSORY TITLES.

IV.

2.—Estates in Remainder.

(*B*) *Future Estates in General* (*continued*).

Forfeiture of the particular estate.—We have said that the time when a future estate falls into possession is in general easily ascertainable. In one case, however, the remainderman is allowed the choice of two dates. This is where he has become entitled by reason of any forfeiture or breach of condition; for, while the last clause of section 3 of the Act of 1833 directs that the right to sue in respect of the remainder shall hereupon be deemed to accrue, section 4 immediately goes on to provide that, if advantage is not in fact taken of the forfeiture or breach of condition, the remainderman shall then be safe till the natural termination of the previous estate. This was illustrated in *Astley* v. *Earl of Essex* (22 W. R. 620, 18 Eq. 290) where a tenant in tail neglected a name and arms clause, and then remained in possession for more than twenty years. Nevertheless, at his death a right accrued to the remainderman, and until then the statute did not run against him.

Estates tail and remainders expectant on them.—The provisions with regard to estates tail have a double purpose; partly they are intended to assist the operation of the statute in favour of the adverse possession of an entire stranger, and partly they are intended to assist persons holding under certain imperfect conveyances from the tenant in tail. These cases, of course, have to be treated quite separately; the first relates to all possessors, the second only to those who derive title under conveyances of the kind referred to. But, moreover, in considering the extinguishment of a title to the fee, where this is made up of an estate tail followed by remainders expectant thereon, we have to dispose of the interests of the tenant in possession, of his issue, and of the remaindermen. The foundation of the law lies, of course, in the fact that the tenant in tail by a proper assurance, can bar the interests of both these classes of successors, and, further, that he can bar the one without barring the other also. Upon the same principle, when a tenant in tail loses possession, the statute runs not only against himself, but also against those successors to the land whose estates he might have barred; and when he gives up possession under a conveyance which is effectual to bar the issue only, time will assist it against the remaindermen also. It will be convenient to treat of the cases thus suggested in order.

(1) *How the issue in tail may be barred.*—It was long a matter of controversy whether these were barred by sections 21 and 22 of the Act of 1833, presently to be mentioned, or by sections 1 and 2 of the same Act. Their case clearly came within the words of the later sections, but these had another object in view, and it was unnecessary to use them for a purpose which was sufficiently accomplished by the earlier ones. Thus in the definitions of section 1 the tenant in tail is said to be a person through whom the issue claim, or, in other words, the right existing in the tenant and that subsequently passing to the issue is regarded as one; and consequently when time begins to run against it by the dispossession of the tenant in tail, it begins to run against the issue also, as against any other successors in title. The interest of the issue is not regarded as future, but as identical with that of the tenant in possession. Accordingly it is sufficiently barred after twelve years' adverse possession under section 1 of the Act of 1874, which replaces section 2 of the former Act. Formerly it was thought that this was effected by section 21 (*Austin* v. *Llewellyn*, 9 Ex. 276), but in the more recent case of *Earl of Abergavenny* v. *Brace* (L. R. 7 Ex. 145) the court expressed a contrary opinion, and it may now be safely said that the issue in tail are barred under section 1 of the Act of 1874, as explained by section 1 of that of 1833. It must be noticed, however, that the above rule only applies where the tenant in tail has been dispossessed, or has discontinued possession, *while entitled thereto*, for if he has voluntarily conveyed away his estate, so as to put it out of his power to enter, the issue will not be affected by his neglect where he has no legal power to act, but their right will date from his death. Such is the effect of *Rimington* v. *Cannon* (12 C. B. 16).

(2) *How remainders expectant upon the estate tail may be barred.*—As we have already pointed out, the statutes provide for two cases in regard to these.

(*a*) *Where the tenant in tail has been dispossessed.*—This case is governed by sections 21 and 22 of the Act of 1833. By section 21 it is enacted that, where the tenant in tail has lost his right by lapse of time, all interests which he might lawfully have barred are lost also. The effect of this, of course, is to place the remaindermen, like the issue, in the position of claimants under the tenant in tail (*Goodall* v. *Skerratt*, 3 Drew. 220), and to regard the right to the whole fee as indivisible. As long, indeed, as he has power to bar all subsequent estates, and acquire the fee, he has the whole of it under his absolute control, and it is right, therefore, that his neglect should affect it to the same extent. And by section 22 it is provided that in the event of the death of the tenant in tail before his own estate is lost, there shall be no new accrual of right in the remaindermen, but they are to have only the rest of the time which the tenant in tail, who could have barred their estates, would himself have had. This merely carries out the policy of the previous section.

(*b*) *Where the tenant in tail has conveyed without barring the remainders.*—As we have already pointed out, the operation of the statute in this case is not to sanction a title merely possessory, but to confirm one which has begun under an imperfect conveyance. The wording of section 23 of the Act of 1833, by which this is effected, is by no means clear, and it is much discussed by Lord St. Leonards (Real Property Statutes, p. 85), who finally adopted the opinion of Lord Cranworth, presently to be referred to, in *Penny* v. *Allen* (7 De G. M. & G. 409). It is a little surprising, then, that, when it was re-enacted by section 6 of the Act of 1874, no effort was made to remove the obscurity. Briefly the provision is, that where a tenant in tail has made an assurance which does not operate to bar the remainders subsequent to the estate tail, and any person takes possession under such assurance, then the time must be ascertained when the tenant in tail or his issue would become competent by themselves to bar the remainders; from this time the statute runs, and in twelve years the remaindermen will be barred. We have already seen that upon a conveyance by the tenant in tail *which does not bar the issue* their right accrues upon his death. The section now under consideration refers to a conveyance *which does bar the issue*, but not the remaindermen. Such was the opinion of Lord Cranworth in *Penny* v. *Allen* (*suprà*), to which Lord St. Leonards finally assented, and which was adopted by Lord Romilly, M.R., in *Morgan* v. *Morgan* (18 W. R. 744, 10 Eq. 99). In other words the effect of the section is to confirm possession which is held under a base fee, and if the tenant in tail or his issue live for twelve years after the consent of a protector of the settlement is no longer required, the base fee is necessarily enlarged into the fee simple. As Lord St. Leonards pointed out, this is a result which the issue can accelerate by an actual bar to the remainders, but cannot, save by their death within the time, prevent. The opinion that the section was aimed at the enlargement of base fees is confirmed by the judgment of Hall, V.C., in *Mills* v. *Capel* (20 Eq. 692).

Re-settlement of future estates.—We have already pointed out (*ante*, p. 742) that, when time has once begun to run, the person affected by it cannot re-settle the estate, so as to create new rights. But while this is sufficiently clear with regard to an owner in possession, it is not so clear that a remainderman comes under the same disability. Against him time does not begin to run until his estate falls into possession, and it might be argued that till this time it is perfectly competent for him to create new successive interests in respect of which successive rights of action would accrue. A decision on the other side was given, indeed, in *Doe* v. *Edmonds* (6 M. & W. 295), where claimants under a re-settlement made by a remainderman were only allowed the time which he himself would have had; but Lord Selborne seems to have thought such a course possible (Charley's Real Property Acts, p. 39), and an express provision upon the matter was introduced into the Act of 1874. This will be found at the end of section 2, and is as

obscure in its language as the whole section is clumsy in construction. However, it appears to be enacted that, when a remainderman is barred, all claimants under instruments executed or first taking effect after time began to run against the particular estate are barred also.

3.—Concurrent Interests.

Hitherto we have been considering the extinguishment of a title to the fee which is carved out into successive interests. We now pass to the case where there are several interests in the land existing at the same time. Such are the interests of co-owners, of trustee and *cestui que trust*, and of mortgagor and mortgagee; and in each of these cases we have to consider generally how adverse possession may ripen into a title against both parties interested, and in particular how either one may gain the whole title to the exclusion of the other.

(*A*) *Co-owners.*—In this case the adverse possession of a stranger as against all the co-owners calls for no special treatment. If they are all out of possession, time runs against them in the ordinary way from the date when their rights accrue. But as to the adverse possession of one co-owner against the rest, the Act of 1833 made a great change in the law. Formerly the possession of one enured to the benefit of the rest, or, in other words, it could not, as against the rest, be treated as adverse; but, by section 12 of the Act, it was enacted that when one of several co-parceners, joint tenants, or tenants in common is in possession of more than his share, such possession is not to be deemed the possession of those who are excluded. An interesting point arose in *Murphy* v. *Murphy* (15 Ir. C. L. R. 205), where one of two joint tenants had enjoyed the whole of one-half the property, and he was held to have gained in twenty years an exclusive title to it; for the section applies where a co-owner enjoys more than his share of any separate portion of the land, as well as where he enjoys more than his share of the entirety. Where the estates are legal there is, in general, no difficulty; but where they are equitable, the matter is not so clear. Thus in *Knight* v. *Bowyer* (2 De G. & J. 421) the trustees had paid the whole of the profits to some of the beneficiaries only to the exclusion of another, and it was held that the right of the latter was saved under section 25, presently to be considered, relating to express trusts. But in another case, *Burroughs* v. *M'Creight* (1 Jo. & Lat. 290), where four out of five persons, equitably entitled, entered into actual possession, quite ignoring the trustees, who, indeed, never moved in the matter, it was held that they had gained a good title to the exclusion of the fifth. Here the trustees, equally with the excluded *cestui que trust*, were barred by lapse of time.

LEGISLATION OF THE YEAR.

MORTMAIN AND CHARITABLE USES.

51 & 52 Vict. c. 42—Mortmain and Charitable Uses Act, 1888.

The first part of this Act reproduces in a short and convenient form the law of mortmain, and thereby makes possible the repeal of several early enactments which are enumerated in the schedule. The first of these is 7 Edw. 1, *De Viris Religiosis*, by which land was forbidden to be alienated in mortmain—or, as it is there expressed, to religious men—upon pain of forfeiture. In the first instance the forfeiture was to the immediate lord of the fee, but, if he made default in seizing, then to the superior lords in succession, and ultimately to the Crown. The same rule was applied by 13 Ed. 1, c. 32, to the case of an alienation by means of a collusive judgment. In 18 Ed. 3, st. 3, c. 3, the efficiency of a licence from the Crown is recognized, though only to the extent of excusing the religious persons to whom it has been granted from the penalties of a prosecution for putting the land into mortmain. 15 Rich. 2, c. 5, declared the conversion of land to a churchyard to be within the statute *de Religiosis*, but is more important for the effect it had upon the uses which had been created, in evasion of the statute, in favour of religious persons. These were now brought within the penalty of the law, and where the profits were actually being paid to uses in mortmain, it was directed that these should cease, and other uses be substituted upon pain of forfeiture. Moreover, the law, which had been hitherto confined to ecclesiastics, was now extended to other corporations having a perpetual existence, such as guilds, fraternities, corporations of towns, and the holders of offices. A further extension was made by 23 Hen. 8, c. 10, which applied the law of mortmain to conveyances to the use of churches and chapels and other institutions and associations where there was no corporation, though gifts for a term of twenty years only were not interfered with.

The effect of these enactments was not to forbid alienation in mortmain altogether, but to render the lands liable to forfeiture. This forfeiture might of course be waived, and hence arose the practice of obtaining licences from the Crown to hold lands in mortmain. If there was a mesne lord whose consent was necessary for any alienation by the tenant, his licence must have been obtained as well. But as such lords became fewer and fewer, under the operation of the statute *Quia Emptores*, there became less need of recognizing them and their licence was rendered unnecessary by 7 & 8 Will. 3, c. 37, which confirmed the power of the Crown to grant licences in mortmain. This had been rendered advisable by the clause in the Bill of Rights, then recently passed, which expressly abolished the asserted royal prerogative of suspending or dispensing with laws. In addition to exemptions by licence from the Crown, numerous statutes confer special power to hold land upon the corporations to which they refer. The whole of the law which has been created by the above enactments is now contained in the three sections which form Part I. of the Act.

By section 1 (1) land is not to be acquired by any corporation in mortmain otherwise than under the authority of a licence from the Crown, or of a statute for the time being in force, upon penalty of being forfeited to the Crown. But though the forfeiture is thus in the first instance made absolute to the Crown, the rights of mesne lords are preserved by sub-section (2). Of such lords the first has twelve months, and the others six months successively, within which to seize for the forfeiture; while in cases of incapacity the right of entry may be exercised by the guardian, or committee, or by such person as may be appointed for the purpose by the court.

Section 2 confers afresh upon the Crown power to grant licences to any person or corporation to assure in mortmain, and also to any corporation to acquire and hold land in mortmain.

Section 3 provides that an entry by the Crown or a forfeiture thereto shall not affect a merger of any rent or services which are due in respect of the land to the Crown, or any other lord thereof. It is not easy to see the necessity for this, as, if the Crown becomes owner of the land, there is no necessity to preserve rents which would then be due from itself to itself, but the provision may possibly refer to a provisional seizure by the Crown followed by a seizure within due time by a mesne lord.

Parts II. and III. of the Act, however, are by far the most important, as they consolidate the law relating to gifts for charitable purposes, which has hitherto depended upon a considerable number of somewhat perplexing statutes. For a right understanding of the sections by which this result is brought about it may be well to state shortly the effect of the statutes now repealed. The foundation of them all is, of course, the Mortmain Act, 9 Geo. 2, c. 36, which placed certain restrictions upon gifts, conveyances, and settlements for charitable purposes of lands and of money, stocks, or other personal estate, to be laid out in the purchase of lands. These restrictions required that the gift, conveyance, or settlement should be made by deed indented, sealed, and delivered, in the presence of two or more witnesses, twelve calendar months at least before the death of the donor or grantor, and inrolled in Chancery within six calendar months of the execution; and, further, as to stock, that it should be transferred six calendar months at least before the death of the donor or grantor. Moreover, the same must be made to take effect in possession for the charitable use intended immediately from the making thereof, and must not contain any power of revocation, or reservation of any kind for the benefit of the donor or grantor or his successors in title Obviously these restrictions are excessively stringent where the land or stock is conveyed, not by way of gift, but upon a sale. In such a case accordingly the provisions as to sealing and delivering the deed twelve months before the death of the grantor and as to transferring the stock six months before his death are not to apply, but to gain the benefit of this exemption there must be a full and valuable consideration, actually paid at or before the time of the conveyance, without fraud or collusion. If the above requirements are not observed, then the gift, conveyance, or settlement is made absolutely void. A special exemption, however, is created in favour of the universities of Oxford and Cambridge and the colleges therein, and also in favour of Eton, Winchester, and Westminster, where the gift to these latter is for the maintenance of foundation scholars.

The exemption in case of purchases was at first thought to exclude them altogether from the operation of the statute; but, as this opinion was incorrect, the Act 9 Geo. 4, c. 85 was passed to confirm those up to that time made on the strength of it, but all future purchases remained subject to the full requirements of the Mortmain Act, except such as are expressly dispensed with—*i.e.*, execution of the deed twelve months, and transfer of the stock six months, before the death of the vendor.

The more recent legislation on the subject commences with 24 & 25 Vict. c. 9, the chief effect of which was to dispense with the necessity of the deed being indented, to allow

certain reservations and stipulations for the grantor's benefit, to dispense with a deed in the case of copyholds, and to allow a consideration to consist wholly or in part of a rent-charge. Further, where the charitable uses were declared by a separate deed, the inrolment of this was substituted for that of the conveyance. And provision was also made to confirm existing charitable uses where the conveyance had been upon valuable consideration, and made to take effect immediately and irrevocably in possession, provided that the deed declaring the uses was inrolled within twelve months of the passing of the Act; and the time for such inrolment was, by 25 & 26 Vict. c. 17, extended to the 17th of May, 1864. The same Act also dispensed with the requirement of acknowledgment previous to inrolment. By 27 & 28 Vict. c. 13 the time for inrolment was further extended to the 17th of May, 1866, and important provisions were introduced that, where the original deed creating the trust was lost, an order might be obtained from the Court of Chancery for the enrolment of a subsequent deed in its stead by which the trusts should be sufficiently shewn. The inconvenience of these successive extensions of the time for inrolment was obvious, and by 29 & 30 Vict. c. 57 jurisdiction for this purpose was vested in the Court of Chancery as well for original deeds as for subsequent ones where the originals were lost. By two later Acts the requirements of the Mortmain Act are dispensed with wholly or partly in certain cases. 31 & 32 Vict. c. 44 introduces this exemption in cases of sales to trustees for religious, educational, literary, and other purposes of land not exceeding two acres in extent whereon buildings have been or are intended to be erected. Section 3 of this Act, by which acknowledgment upon inrolment is in all cases dispensed with, is not repealed. 34 Vict c. 13 (or 34 & 35 Vict. c. 13 as it is called in the schedule to this Act) authorized exemptions in cases of gifts and grants for parks, elementary schools, and public museums, but gifts, whether by deed or will, were still required to be made twelve months before the death of the donor, and to be inrolled in the books of the Charity Commissioners within six months of the will or deed coming into operation. Finally, by 35 & 36 Vict. c. 24, s. 13, the jurisdiction formerly given to the Court of Chancery to authorize the inrolment of subsequent deeds, where the original ones creating the trusts were lost, was conferred also on the clerk of inrolments.

Such is the law which is consolidated, and, in some slight respects, amended by the present Act.

Part II. contains the general provisions on the subject, Part III. the exemptions.

Part II. consists of two sections, each sub-divided into a large number of sub-sections. Of these, section 4 prescribes the conditions under which assurances may be made to charitable uses, and section 5 gives power to remedy the omission to inrol within the requisite time.

Section 4 (1) repeats the provision of 9 Geo. 2, c. 36, s. 3, that all assurances of land for charitable uses, or of personal estate to be laid out in land for the same purpose, not made in accordance with the requirements of the Act, are void. The section, however, is considerably shortened by the use of the words "land," and "personal estate," simply instead of the full list of interests in these given in the older enactment. The meaning of "land" is defined in section 10. Then come the list of requirements. These are, following the numbers of the sub-sections,

(2.) The assurance must be made to take effect in possession immediately from the making thereof.

(3.) With certain exceptions, there must be no reservation or condition in favour of the assuror, or his successors in title. Both these provisions are repeated from the concluding part of 9 Geo. 2, c. 36, s. 1.

(4.) Then follow the reservations and conditions allowed in favour of the assuror, provided they are reserved also to his successors in title. These are repeated, with a slight verbal alteration, from 24 & 25 Vict. c. 9, s. 1, but are set out in sub-divisions, which make the statement of them more clear. They include, generally, reservations of nominal rents, of mines and minerals, of easements, and covenants relating to building.

(5.) Where the assurance is made by way of sale, the consideration may consist wholly or in part of a rent-charge, &c. This also repeats a provision of 24 & 25 Vict. c. 9, s. 1.

(6.) Unless the property is land of copyhold or customary tenure, or stock in the public funds, the assurance must be made by deed executed in the presence of at least two witnesses. This repeats the provision of 9 Geo. 2, c. 36, s. 1, amended as regards "deed" for "indenture" by 24 & 25 Vict. c. 9, s. 1, and as regards a deed not being required for copyhold lands by another part of the same section.

(7.) In case of land and personal estate, other than stock in the public funds, the assurance, unless made by way of sale, must be made twelve months before the death of the assuror.

(8.) In case of stock in the public funds, there must, except in the case of a sale, be a transfer in the public books six months before the death of the assuror. Both these last requirements repeat the provisions of 9 Geo. 2, c. 36, s. 1, with the exemption in case of sales contained in section 2. It may be noted that the time is reckoned now from the date when the assurance is *made*, instead of from the indenting, sealing, and delivery thereof as formerly.

(9.) Except in the case of stock in the public funds, the instrument creating the trust, whether this be the assurance itself or a separate deed, must be inrolled, within six months of its being made, in the Central Office of the Supreme Court of Judicature. This repeats the provision of 9 Geo. 2, c. 36, s. 1, amended as regards the inrolment of the separate deed by 24 & 25 Vict. c. 9, s. 2. The transfer of inrolments to the Central Office was made by the Judicature (Officers) Act, 1879 (42 & 43 Vict. c. 78).

Section 5, which consists of five sub-sections, gives power to the High Court, or the officer in charge of inrolments, to remedy an omission to inrol the instrument within the proper time. This is, in substance, a re-enactment of 29 & 30 Vict. c. 57 and of 35 & 36 Vict. c. 24, s. 13. The omission to inrol must have arisen through ignorance or inadvertence, or destruction of the document by time or accident. In this latter case a copy or abstract or any subsequent instrument shewing its contents may be inrolled in its place. The provision as to inrolling a copy or abstract seems to be new. The section only extends to assurances by way of sale under which possession is held at the time of the application for inrolment.

Part III. repeats, in section 6 (i.), with slight alteration the exemptions already described in favour of a public park, elementary school, or public museum contained in 34 Vict. c. 13. The only change appears to be that a devise by will executed less than twelve months before the death of the testator will be valid provided it is merely a reproduction in substance of a devise made in a previous will, in force at the time of the reproduction, and made not less than twelve months before the testator's death. Gifts in favour of the above objects are thus still subject to the requirement of being made twelve months before the death of the donor, and of being inrolled in the books of the Charity Commissioners as formerly enacted. But otherwise they are exempt from Parts I. and II. of the Act, that is, both from the law of mortmain and of charitable uses. This is in accordance with section 4 of 34 Vict. c. 13, which exempts from all Statutes of Mortmain.

Section 7 repeats, in sub-section (i.), the exemption from Part II. of the Act contained in 9 Geo. 2, c. 36, s. 4, in favour of certain universities and colleges. To these are now added London, Durham, and Victoria Universities, and also Keble College. Sub-section (ii.) contains the provisions of 31 & 32 Vict. c. 44 in favour of grants of land for building for religious, educational, and other purposes, such grants being by way of sale. The exemption is stated to be from Part II. only of the Act, and the words of the previous enactment are almost literally repeated; no attempt is thus made to avoid the difficulties which have arisen upon them, or to define further what is the test whether a building is intended to be erected.

Section 8 provides for the continuance of exemption in those cases where it has already been granted by a special statute now in force.

Part IV. contains various supplemental provisions.

Section 9 allows a registered disposition under the Land Transfer Act, 1875, or any future similar Act, to take the place of a deed, and in this case execution in the presence of witnesses, and inrolment, are dispensed with.

In section 10 will be found the definitions of "assurance," "will," "land," and "full and valuable consideration."

Section 13 (i.) provides, with certain savings, for the repeal of the scheduled statutes, which we have already enumerated and described, and in sub-section (ii.) it reproduces the preamble of 43 Eliz. c. 4, by reference to which charities have usually been defined, and upon which there is a great mass of decisions. For the purpose of such reference the words of the preamble are retained, though the Act itself is repealed.

The coroner for the Liberties of Sandwich (Mr. J. C. Martin) held an inquest at Walmer, on the 27th ult., on the body of Mr. Rest William Flint, forty-nine years of age, a solicitor and town clerk of Canterbury. Mr. Flint, who resided with his family at Ramsgate, visited Deal and went out for a sail with one of his sons and a friend. His companions left him when they returned ashore, and he then appears to have resolved upon a sea bath. He hired a machine and was seen swimming about, but suddenly a change came over him, and he sank once while a boat was being launched. The manager of the baths, named Lewis, rowed out to him as quickly as possible, but just as he was nearing the deceased his progress was checked by the breaking of a rowlock. However, he succeeded in reaching Mr. Flint, and a seaman swimming out with a rope, the boat was towed ashore. The usual treatment was resorted to, and after about seven hours the deceased regained consciousness, but inflammation set in, and he died. It was stated that the deceased suffered from a weak heart, and doubtless fainted while swimming. A verdict to this effect was returned.

REVIEWS.

THE LOCAL GOVERNMENT ACT, 1888.

THE COUNCILLORS' HANDBOOK. A PRACTICAL GUIDE TO THE ELECTION AND BUSINESS OF A COUNTY COUNCIL. By NICHOLAS HERBERT and A. F. JENKIN, B.A., Barrister-at-Law. Haddon, Best, & Co.

THE COUNTY COUNCIL COMPENDIUM OR DIGEST OF THE MUNICIPAL CORPORATIONS ACT, 1882; THE COUNTY ELECTORS ACT, 1888; AND THE LOCAL GOVERNMENT ACT, 1888. BEING A TREATISE ON THE ABOVE STATUTES AND OTHERS RE-ENACTED THEREIN. By HENRY STEPHEN and HORACE E. MILLER, LL.B., Barristers-at-Law. Waterlow & Sons (Limited).

Messrs. Herbert and Jenkins' book deals with the new system of county government from the practical point of view. The writers do not attempt to solve the legal problems which are likely to arise in the working of the recent Act, or to embody the results of decisions on the Acts bearing on the matters transferred to the county councils, but they give a clear and careful account of the Local Government Act, and of the numerous Acts relating to the business expressly transferred to the county councils. The chief fault we have to find is with one part of the arrangement of the subject, the reason for which we cannot understand. The subjects of "registration of county electors" and "election," which would naturally come first, are relegated to the end of the book; and after an introduction explaining shortly the present system of local government, and pointing out the alterations which are to be made in that system, we find ourselves taken at once to the "proceedings of the first county council." The idea of this chapter is a good one, but it seems to be out of its place: the reader wants to know, first of all, the qualifications of the members of the council, and how they are to be elected. It must be admitted, however, that the defect is not likely to detract from the usefulness of the book, for the reader has only to turn to a subsequent chapter to obtain the information he requires.

We have said that the idea of the chapter on the proceedings of the first county council is a good one; it will certainly be convenient for members and officers to have before them in a short compass an account of the means to be adopted to bring the council into working order, and to obtain the transfer of business from the various local authorities. We may add that the subject is well worked out, each step of the proceedings being traced in detail. We do not see the necessity, however, for discussing in this chapter the special classes of business transferred to the county councils; the result is an apparently unnecessary repetition, the matters being more fully dealt with in the subsequent chapter on the "business of a county council." The subject of county finance is fully and clearly treated in the next chapter, which we think will be found of much service. After a chapter on boundaries, we come to the business of a fully-constituted county council, which is dealt with in detail; the provisions of the various Acts dealing with the various special matters transferred to the county councils being summarized. Subsequent chapters are devoted, as we have said, to registration of county electors and burgesses and election; and in the concluding chapter the authors sum up the result of the new system as regards the government of a borough, and of the metropolis. The full texts of the County Electors Act, 1888, the Local Government Act, 1888, and the incorporated clauses of the Municipal Corporations Act, 1882, are given in the first appendix, and others contain forms of notices and a list of the number of county councillors for each county council. We should add that the index is very full, and contains references both to the text and to the Acts. We would suggest, however, that an alphabetical arrangement of the matter under each head would be an advantage, and that sub-headings might be conveniently indicated by a different type.

Messrs. Stephen and Miller's book commences with a general sketch of the change effected by the recent Acts, which opens with a rather portentous sentence savouring of the fine, well-grown phraseology of the ante-Davidson and Conveyancing Act era—"For years past it has been the opinion of most thinking people, and a question freely discussed by our public men, that something substantial should be done by Parliament at the first opportunity to initiate a policy of decentralization by handing over to some new and duly-constituted local authorities many of the powers and duties hitherto performed and executed by central or *quasi*-central authorities or by the Legislature." We are glad to say, however, that the rest of the chapter does not at all follow the model of this introduction; it contains a terse and well-digested summary of the leading changes effected by the Act. The authors then proceed to deal with the constitution and election of county councils. The information under this head is full, and clearly arranged under sub-headings. In this chapter, and, indeed, throughout the book, matters of minor importance, and references to cases bearing on the text, are given in the notes. The next subject dealt with is the powers and duties of the county council, containing not merely those expressly transferred by the Act, but also those proposed to be transferred by provisional order. These are arranged under separate headings; the substance of the various Acts bearing on the business, together with references to cases, being usually given in the notes. Then follow chapters on "county councils and their finance"; "the metropolis, special counties and liberties, county and other boroughs"; and, lastly, as regards the Acts already passed, a chapter on "legal proceedings, miscellaneous and transitory provisions." A supplemental chapter is devoted to district councils, which, being merely conjectural, would, we think, have been better omitted. The appendices contain a considerable number of statutes and extracts from statutes and forms bearing upon the subject, together with a list of the number of councillors and aldermen for each county council.

CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY'S REGISTERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to the paragraph under the heading "Current Topics," in your journal for September 29, upon the subject of the registers established by the Incorporated Law Society for (*inter alia*) solicitors wanting clerks and clerks wanting situations, I beg to say that the suggestion you refer to, that clerks who make entries should pay a nominal fee, is quite unfair and unreasonable, because there are a great number of clerks who are unable to pay the fee, and it would therefore prevent them from availing themselves of the registers. To make the matter more clear, I will draw your attention to clerks who are not in a situation, and without a penny to pay even for their board and lodging.

What I would suggest is, that a clerk who obtains a situation through the instrumentality of the registers should pay, say, at the rate of five per cent. on his first week's salary. This, I should say, would be quite fair and reasonable. W. S. J.

October 2.

CASES OF THE WEEK.

BEFORE THE VACATION JUDGE.

Re DUNDEE SUBURBAN RAILWAY—Sir James Hannen, 3rd October.

PRACTICE—VACATION JUDGE—EX PARTE ORDER—MOTION TO DISCHARGE—JURISDICTION—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 50—R. S. C., LXIII., 12.

In this case the question arose as to the jurisdiction of the Vacation Judge to discharge an order made *ex parte* by another Vacation Judge. On the 23rd of August, 1888, Denman, J., made an order directing that the Scotch *interim* act and decree (which ordered the books in the hands of Mr. F. Strousberg relating to the company to be handed to the company) be inrolled on the rolls of the High Court of Justice. On the 6th of September Denman, J., made an order at his private house on an *ex parte* application made by an officer of the company to issue a writ of delivery to the sheriff of Middlesex to seize the books. For the applicant counsel now moved to discharge the order. [Sir JAMES HANNEN said that he had no power.] For the applicant it was said that section 50 of the Judicature Act, 1873, provided that, "Every order made by a judge in chambers, except orders made in the exercise of such discretion as aforesaid, may be set aside or discharged upon notice by any divisional court, or by the judge sitting in court, according to the course and practice of the High Court to which the particular cause or matter in which such order is made may be assigned": *Fowler* v. *Barstow* (20 Ch. D. 240). [Sir JAMES HANNEN referred to rule 12 of order 63 of the R. S. C.—namely, "No order made by a Vacation Judge shall be reversed or varied except by a divisional court or the Court of Appeal, or the judge who made the order."] It was further contended on behalf of the applicant that the Vacation Judge had power to "set aside or discharge" an order made *ex parte* by another Vacation Judge; the words "reversed or varied" in rule 12 of order 63 were quite different. The order to issue the writ of delivery was made *ex parte* on no evidence. It was impossible to get at Denman, J., now, and no Court of Appeal was sitting. As Vacation Judge his lordship had power to discharge the order. On behalf of the judicial factor of the company it was said that the words "by the judge who made the order" meant the same judge—namely, Denman, J. It was said that there was no Court of Appeal in the Vacation; but there was nothing to prevent one sitting.

Sir JAMES HANNEN said that he did not see how to get over the express words of the rule; but, to prevent hardship, he should grant a further stay of execution to enable the applicant to make an application to Denman, J.—COUNSEL, *Alexander Young*; *Marten*, Q.C., and *A. Chitty*. SOLICITORS, *Cudden & Co.*; *Linklater & Co.*

WENLOCK *v.* THE MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY CO.—Sir James Hannen, 3rd October.

RAILWAY—ILLEGAL ENTRY—INJUNCTION—LANDS CLAUSES CONSOLIDATION ACT, 1845, ss. 85, 92.

Counsel moved on behalf of the Dowager Lady Wenlock and the Hon-

C. C. Molyneux, the trustees of the late Lord Wenlock, and mortgagees of certain land at Hawarden to the amount of £60,000, to restrain the defendant company from continuing in possession of the land. The company gave notice to treat for the land, and the plaintiffs sent in particulars of their claim, and a counter-notice, but before the purchase-money had been fixed the defendant company entered into possession of the land and proceeded to commence works upon it. For the plaintiffs it was said that the defendant company had not complied with the Lands Clauses Consolidation Act, 1845: before the purchase-money had been ascertained they were pressing on with the works. The company's engineer said that he had got instructions from the chairman, Sir Edward Watkin, to push on the works as quickly as possible, and to let nothing but an injunction stop him, and he said that there were then between 250 and 300 men employed upon the plaintiff's property: that, anticipating an injunction, he was putting on every man who offered himself, and should put on every man he could get. The defendant company offered £3,255 for the land, but the plaintiffs claimed £22,000; the reason of the great difference in the price was that the defendants wanted to take part of the land, but the plaintiffs, under section 92 of the Lands Clauses Consolidation Act, 1845, insisted on the company taking the whole of a certain house and the fixtures. If the defendants deposited £22,000 in court they might go on. For the defendants it was said that they had treated with the mortgagors, the River Dee Co. An injunction would cause great hardship to the workmen.

Sir James Hannen said that no justification had been set up for what had been done by the railway company. All they said was that they had dealt with the mortgagors instead of the mortgagees. He should have been glad to bring about an arrangement to prevent stopping the work, and causing hardship to the workmen, but there was a great difference between the two valuations, and it was useless for him to attempt to bring about such an arrangement. He must therefore let the law take its course, and continue the injunction until the terms of the Act of Parliament had been complied with, the plaintiffs giving the usual undertaking in damages.—Counsel, *Marten*, Q.C., and *Kenyon Parker*; *Millar*, Q.C., *J. T. Prior*, and *Howell*. Solicitors, *Emmet, Son, & Stubbs*; *Field, Roscoe, & Co.*

McALISTER *v.* McALISTER—Sir James Hannen, 3rd October.

Separation Deed—Reconciliation—Cohabitation.

In this case a question arose as to a deed of separation executed on the 11th of August, 1886, by the plaintiff and the defendant. The plaintiff, Mrs. McAlister, asked for an injunction to restrain the defendant, her husband, from interfering with her in breach of the agreement. The defendant alleged that by a memorandum affixed to the deed of separation a reconciliation had been effected, which annulled the deed of separation. For the plaintiff it was said that the memorandum expressly provided that the defendant should live at the plaintiff's house as a lodger. There had been no cohabitation between the parties since the deed of separation. For the defendant it was said that the memorandum only referred to the year 1886; from July, 1887, to the 7th of March, 1888, there had been a genuine reconciliation which annulled the deed of separation: *Bateman* v. *Ross* (1 Dow. 235). Cohabitation was only evidence of reconciliation. Supposing the separation deed was held to be still good, the defendant was entitled to access to the children under the control of the plaintiff, and to his letters and papers.

Sir James Hannen said that in the absence of renewed conjugal intercourse the question was one of agreement and intention. It was certainly not established to his lordship's satisfaction that the lady ever intended the deed of separation to be set aside. She had sworn that there had been no cohabitation since the execution of the deed, whereas her husband had not sworn to the contrary. The injunction must be continued until trial or further order. As to the custody of and access to the children, that was provided for by the deed, and the question of the letters and papers was not before him.—Counsel, *Millar*, Q.C., and *J. R. Brooke*; *Marten*, Q.C., and *E. J. Barnes*. Solicitors, *A. G. Ditton*; *Dalton, Miller, & Co.*

BANKRUPTCY CASES.

Re MILES, *Ex parte* PRATT—Leicester County Court, 1st September.

Bankruptcy of Solicitors—Money Embezzled by Clerk—Proof against Partnership or Private Estate of one Partner.

In this case James Pratt appealed against the decision of the trustee excluding a proof against the estate of Mr. Thomas Miles, solicitor. It appeared that Mr. Miles was in partnership as a solicitor with Mr. Place, under the firm of Miles & Place. Mr. Miles became blind, and intrusted his affairs to a confidential clerk named Murdin, who embezzled upwards of £10,000, and committed suicide in gaol while awaiting his trial. The result was the bankruptcy of Mr. Miles, and subsequently of Mr. Place, his partner. The question raised was whether these trust moneys which had been embezzled should be proved against the private estate of Mr. Miles or against the firm. Counsel for the trustee in Mr. Miles's bankruptcy raised two grounds of objection to the application; the first being that this was a partnership transaction. Pratt alleged that the money was paid over to Mr. Miles personally; but this, under the circumstances, was very unlikely, and therefore Mr. Miles's private creditors could not be called upon to pay the money. Mr. Miles had filed an affidavit, stating that the money alleged to have been paid to him by Pratt was in reality handed over to Murdin, as clerk to the firm. In the next place counsel suggested that in intrusting the money to Murdin, Miles and Pratt equally were wrongdoers, and that before Pratt could recover the money he must shew an implied promise by Miles to indemnify him. Under these circumstances, it was submitted that the proof had been rightly rejected.

Judge Hooper said that the dates of the creation of the trust, of Mr. Place's entering into partnership, and of Mr. Miles's loss of sight were all against counsel's contention. The proof would be admitted, with costs.—Counsel, *Foller*; *Sills*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

Annual Provincial Meeting.

The following programme of local arrangements has been issued by the Newcastle-upon-Tyne Incorporated Law Society:—

Tuesday, 16th October—11 a.m. to 1.30 p.m.—The president of the Newcastle Law Society (Mr. N. G. Clayton) will welcome the members attending the meeting in the Assembly Rooms, at 11 a.m.

The president of the Incorporated Law Society (Mr. B. G. Lake) will then take the chair and deliver his address.

This will be followed by the reading and discussion of papers.

1.30 to 2.30 p.m.—Adjournment for luncheon, which will be provided in the Assembly Rooms by the Newcastle Law Society.

2.30 to 4.30 p.m.—The reading and discussion of papers will be continued.

7 p.m. precisely.—The members attending the meeting will dine together at the Banqueting Hall, Jesmond Dene, the president of the Newcastle Law Society in the chair. Tickets 30s. each, including conveyance to and from the hall. Carriages will leave the hotels about 6.15 p.m. Members desiring to avail themselves of them are requested to give notice at the offices of their hotels in the morning.

To prevent confusion in the Banqueting Hall, members are requested to apply during the day at the hon. secretary's enquiry office in the Assembly Rooms for cards shewing their places at the tables.

Wednesday, 17th October—10 a.m.—Meeting of the Solicitors' Benevolent Association in the Assembly Rooms, Mr. Henry Roscoe, the chairman of the association, will preside.

11 a.m. to 1.30 p.m.—The reading and discussion of papers will be continued.

1.30 to 2.30 p.m.—Adjournment for luncheon, which will be provided in the Assembly Rooms by the Newcastle Law Society.

2.30 to 4.30 p.m.—The reading and discussion of papers will be continued.

8.30 to 11 p.m.—By the kind permission of the Natural History Society a conversazione, in their museum in the North-road, will be given by the Newcastle Law Society. The museum will be lighted by electricity for the occasion.

The president of the Newcastle Law Society will receive the visitors as they arrive.

Refreshments will be provided in the west corridor on the ground floor.

Thursday, 18th October.—There will be two alternative excursions:—

(1.) To the Roman Wall.—It is proposed to travel by special train, at 9.15 a.m., to Bardon Mill (thirty-two miles west of Newcastle); to drive to Housesteads [Borcovicus] (four miles to the north); and after seeing that station to drive eastwards (8 miles) to Chollerford, where Mr. John Clayton, of Chesters, has kindly offered to entertain the members at luncheon. After luncheon the station of Cilurnum, which is in Mr. Clayton's grounds, will be visited, as will also the remains of the Roman bridge. The special train will be sent round to Chollerford Station, which it will leave at 5.5 p.m., reaching Newcastle about 6 p.m. Those who wish to leave Newcastle for the south that evening can do so at 7.8.

This excursion will give an opportunity of seeing some of the most interesting parts of the Roman remains in the North of England, and will be under the guidance of Dr. Bruce, the historian of the Roman wall, and Mr. Robert Blair, one of the secretaries of the Society of Antiquaries in Newcastle-upon-Tyne.

The special train and the carriages for the drive will be provided by the Newcastle Law Society, and tickets must be obtained from the hon. secretary's enquiry office on the Tuesday by those who have previously given notice as mentioned below.

This excursion necessarily involves an early start and a little walking; those who object to that part of the programme may travel to Chollerford by ordinary train (leaving Newcastle at 11.30 a.m. and reaching Chollerford at 12.38 p.m.) and return by special train. Tickets for that journey may also be obtained at the enquiry office.

(2.) To Durham.—Fifteen miles south of Newcastle and on the main line. The solicitors of the county of Durham have kindly offered to entertain the visitors at luncheon and to arrange special facilities for their seeing the cathedral, the castle, and other objects of interest which the city contains. Single-journey tickets, available by ordinary trains, will be provided by the Newcastle Law Society at the enquiry office. Those who wish to do so can proceed south from Durham by express trains at 4.21 p.m. and 7.35 p.m.

General Information.—The hon. secretary of the Newcastle Law Society will have an enquiry office in the Assembly Rooms, on Tuesday and Wednesday, the 16th and 17th of October.

In the same building there will be a reading and writing room for the use of members attending the meeting.

On presentation of their tickets members may enjoy the privileges of the Union Club, and may visit the museum of the Society of Antiquaries and the castle. References to these buildings will be found in the map in the fold of the member's ticket.

LEGAL NEWS.

OBITUARY.

The Right Hon. Sir HENRY SINGER KEATING, Knt., many years a judge of the Court of Common Pleas, died at St. Leonards on the 1st inst. at the age of eighty-four. Sir H. Keating was the third son of Lieutenant-General Sir Henry Sheehy Keating, K.C.B., and was born in 1804. He was educated at Trinity College, Dublin. He was called to the bar at the Inner Temple in Easter Term, 1832, and he practised on the Oxford Circuit. In conjunction with the late Mr. Justice Willes, he edited "Smith's Leading Cases." He gradually obtained a good business on circuit, and in 1849 he received a silk gown from Lord Cottenham. He enjoyed for several years the undisputed leadership of the Oxford Circuit. From 1852 till 1859 he was M.P. for the borough of Reading in the Liberal interest. He frequently addressed the House on legal subjects, and he introduced and carried the Summary Procedure on Bills of Exchange Act. He was for some time a member of the Council of Legal Education. In 1857, on Mr. Stuart Wortley's resignation, he became Solicitor-General, and received the honour of Knighthood, but the Government went out of office in the following February. He was re-appointed in June, 1859, and in December, 1860, he was appointed by Lord Campbell to a puisne judgeship in the Court of Common Pleas on the death of Mr. Justice Crowder. During his judicial career the Court of Common Pleas was exceptionally strong. He was a patient and courteous judge, and a sound lawyer, though not in the habit of delivering long judgments. In 1875, after rather more than fifteen years' service, he retired on a pension, when he received a valedictory address from Sir John Holker, the then Solicitor-General, and he was sworn in as a member of the Privy Council. He was always ready to give his assistance to the Judicial Committee when required. He heard the important ecclesiastical suit of *Philpotts* v. *Boyd*, and he acted as arbitrator between the Postmaster-General and several railway companies under the Telegraphs Act. Sir H. Keating was a bencher of the Inner Temple. He was married in 1843 to the third daughter of Major-General Robert Evans, R.A. Lady Keating died in 1864. His only son, Mr. Henry Sheehy Keating, was called to the bar at the Inner Temple in November, 1879, and is a member of the Oxford Circuit.

Mr. JAMES TREVOR, solicitor, of Bridgewater and Nether Stowey, died at his residence at the latter place on the 21st ult. in his seventy-first year. Mr. Trevor was born in 1818. He was admitted a solicitor in 1839, and he had practised for over forty-five years at Bridgewater. He was formerly in partnership with his brother, Mr. John Trevor, who died only a few months ago, and more recently he was associated with his son, Mr. Donald Trevor, who was admitted a solicitor in 1879. Mr. Trevor was clerk to the Magistrates and to the Commissioners of Taxes for the Bridgewater and Williton Divisions of Somersetshire. He was buried at Nether Stowey on the 25th ult.

Mr. BARTHOLOMEW CHARLES GIDLEY, solicitor and proctor, town clerk of Exeter, died on the 1st inst., after a few hours' illness. He was engaged in official business at the Exeter Police Court, when he fell down in a fit of apoplexy. He was removed to his own house, where he died the same evening without having recovered consciousness. Mr. Gidley was the son of Mr. John Gidley, solicitor, formerly town clerk of Exeter, and was born in 1839. He was educated at Westminster and at St. John's College, Oxford, and he was admitted a solicitor in 1866. In 1874 he was elected town clerk of the city of Exeter, and he was also registrar of the Exeter Provost Court. He was a perpetual commissioner for Devonshire and the city of Exeter, and he had a good private practice. Mr. Gidley was a widower. He leaves three children.

Mr. JOHN BREWSTER, solicitor, late of Middlesborough, died at Whitby on the 26th ult. from paralysis. Mr. Brewster was born at Whitby in 1824. He was articled to Messrs. Wilson & Faber, of Stockton, and he was admitted a solicitor in 1849. He was for a short time a clerk in the office of Messrs. Richardson & Gutch, of York, and he afterwards went into partnership wtth the late Mr. Henry Belcher at Whitby. He afterwards practised at Middlesborough, first in partnership with Mr. John Richard Stubbs, and afterwards with his son, Mr. Frederick Brewster, who was admitted a solicitor in 1879. In consequence of ill-health Mr. Brewster retired from practice in 1882.

APPOINTMENTS.

Mr. LEOPOLD GEORGE GORDON ROBBINS has been appointed an Assistant Revising Barrister for the Metropolis. Mr. Robbins is the eldest son of Rev. George Robbins, rector of Courtenhall, Northamptonshire, and was born in 1842. He was formerly scholar of Trinity College, Oxford, where he graduated second class in Classics in 1865. He was called to the bar at Lincoln's-inn in Easter Term, 1870, and he practises in the Chancery Division.

Mr. JOHN WAGHORNE, solicitor (of the firm of Ryland & Waghorne), of Cheltenham, has been appointed Solicitor to the Cheltenham Branch of the National Union of Elementary Teachers. Mr. Waghorne was admitted a solicitor in 1882.

Mr. JAMES SPARKS, solicitor, of Bradford-on-Avon, has been appointed a Commissioner for the County of Wilts for taking Acknowledgments of Deeds by Married Women.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

ARTHUR SMITH and ALBERT EDWARD ALDINGTON, solicitors (Smith & Aldington), Birmingham. Sept. 17. The said Arthur Smith will continue the said business at 13, Temple-row, Birmingham, in his own name. The said Albert Edward Aldington will carry on business at 5, Waterloo-street, Birmingham, in his own name.

[*Gazette*, Sept. 28.

FREDERICK ARTHUR FOSTER and THOMAS DOWN PETTIVER, solicitors (F. A. Foster & Co.), 26, College-street, College-hill, London. Sept. 29.

THOMAS WILLIAM PALMER and WILLIAM GEORGE SHAKSPEARE SMITH, solicitors (Palmer & Smith), 10, Charles-square, Hoxton, N., Clapton-common, N., and Forest Gate, Essex. Sept. 29.

RANDOLPH CHARLES WANT and EDWARD FRENCH BUTTEMER HARSTON, solicitors (Want & Harston), 34, Clement's-lane, Lombard-street, London Sept. 30. [*Gazette*, Oct. 2.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Sept. 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ART ENGRAVING CO., LIMITED.—By an order made by Denman, J., dated Sept 12, it was ordered that the company be wound up. Johnson, Parliament st, Westminster

HULME SPINNING CO., LIMITED.—Petn for winding up, presented Sept 26, directed to be heard before Stirling, J., on Saturday, Oct 27. Crowders & Vizard, Lincoln's inn fields, agents for Wharton & Wilde, Manchester, solors for petner

LANDORE SIEMENS STEEL CO., LIMITED.—Petn for winding up, presented Sept 26, directed to be heard before Chitty, J., on Saturday, Oct 27. Few & Co., Surrey st, Strand, agents for Greenway and Bythway, Pontypool, solors for petners

UNLIMITED IN CHANCERY.

BIRKENHEAD TRAMWAYS COMPANY.—By an order made by Butt, J., dated Sept 19, it was ordered that the company be wound up. Stone & Co., Liverpool, solors for company

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL NEATSFOOT OIL CO., LIMITED.—By an order made by the Deputy-Chancellor, dated Sept 18, it was ordered that the company be wound up. Wilson, Liverpool, solor for petner

FRIENDLY SOCIETY DISSOLVED.

PRINCE OF WALES' LODGE, Midland Counties Order of Odd Fellows, Whimsey Inn, Cross st, Woodside, Worcester. Sept 26

London Gazette.—TUESDAY, Oct. 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GENERAL AUCTION, ESTATE, AND MONETARY CO., LIMITED.—The Vacation Judge has fixed Oct 10, at 1.15, at the chambers of North, J., for the appointment of an official liquidator

MAXIM-WESTON ELECTRIC CO., LIMITED.—Petn for winding up, presented Sept 28, directed to be heard before the Vacation Judge, on Wednesday, Oct 10. Abrahams & Co., Old Jewry, solors for petner

OLD GUARD MINING CO., LIMITED.—Petn for winding up, presented Sept 28, directed to be heard before the Vacation Judge, on Wednesday, Oct 10. Abrahams & Co., Old Jewry, solors for petner

WENHAM LAKE ICE CO., LIMITED.—The Vacation Judge has, by an order dated Sept 14, appointed Charles James Singleton, 8, Staple inn, to be official liquidator

UNLIMITED IN CHANCERY.

COMPANY OF PROPRIETORS OF THE PORTSMOUTH AND ARUNDEL NAVIGATION.—The Vacation Judge has, by an order dated Sept 19, appointed William Edmonds, 46, St James' st, Portsmouth, to be official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

SIMULTANEOUS PRINTING CO., LIMITED.—By an order made by the Court, dated Aug 10, Thomas Thornhill Shann, 83a, Fountain st, Manchester, was appointed official liquidator

VALE MILL MANUFACTURING CO., LIMITED.—Petn for winding up, presented Sept 28, directed to be heard before Fox-Bristowe, V.C., at the Assize Court, Strangeways, Manchester, on Wednesday, Oct 24 at 11. Hanchett, Manchester, solor for petner

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Sept. 28.

BARKER, JAMES, Obridge, Taunton St James, Somerset, Corn Factor. Oct 12. Hellard, Stogumber, Somerset

BARRETT, THOMAS, Victoria rd, Elland, Woollen Manufacturer. Oct 1. Garsed, Halifax

BAYLY, ISAAC PRITCHARD, Middle st, Deal, Boatbuilder. Nov 1. Brown, Deal

BEARD, EDWARD, The Limes, Yardley, Worcester, Gent. Oct 26. Harding & Son, Birmingham

CALDERWOOD, GEORGE, Cumberland Villa, Kingston rd, Wimbledon. Oct 15. Leader, St Paul's churchyard

CHAMBERS, Rev. THOMAS, M.A., The Rectory, Halewood, Lancashire. Nov 26. Collins & Co, Liverpool

CLARKSON, MARY, Sherburn, East Riding, York. Nov 1. Dove Whitehead, Pickering

EDWARDS, CHARLES, Curtain rd, Shoreditch, Carman. Oct 31. Whitfield & Richardson, Finsbury pvmnt

FAIRBROTHER, JAMES, John st, Hyde, Contractor and Builder. Oct 18. Cooke, Hyde

FISHBURN, ANN, Pickering, York. Nov 1. Dove Whitehead, Pickering

GREAM, GEORGE THOMPSON, Mixbury House, Eastbourne. Oct 31. Druces & Attlee, Billiter sq

GILLINGS, SAMUEL BEECHER, Hale, Farnham, Surrey. Dec 11. Bromet & Co, Leeds, or to Scatcherd & Hopkins, Leeds

HALL, ELIZABETH, Worthing. Dec 1. Slater & Sons, Manchester

HARRISON, WILLIAM, Harrington rd, Chorley, Lancaster, Cattle Dealer. Oct 31. Jackson, Chorley
HARTLEY, THOMAS, Ducie st, Manchester, Glass and Lead Merchant. Nov 10. A. and G. W. Fox, Manchester
HOPKIN, JOHN, Shawfield, in Tong, York, Gent. Dec 10. Hutchinson & Son, Bradford
HOSLEY, WILLIAM SEYMOUR, Audley End, Essex, Land Steward. Oct 29. Ackland & Son, Saffron Walden
IREDALE, HENRY, Scarhouse, Golcar, Huddersfield. Nov 24. Sykes, Huddersfield
KARR, SAMUEL ALFRED, Billinge, nr St Helens, Lancaster, Gent. Nov 15. Ansdell & Eccles, St Helens
LEES, JAMES, Birch lane, Dukinfield, Gent. Oct 11. Cooke, Hyde
LOWE, MARY, Upham Park rd, Turnham Green. Oct 31. Nisbet & Daw, Lincoln's inn fields
MOUNTAIN, MARY, Thorner, York. Nov 1. Ward & Sons, Leeds
RICHARDSON, JOHN TOWY, King's rd, Camden Town, Gent. Oct 28. Guscotte & Co, Essex st
RUTTER, ROBERT PARK WEDDLE, Fernside Villa, Sunderland, Auctioneer. Oct 31. Bell & Son, Sunderland
SENIOR, MARY, Heckmondwike, York. Oct 9. Deane & Son, Batley
SLATER, ELIZABETH, Market st, Hyde, Chester, Printer. Oct 18. Hervey Smith, Hyde
SPRATT, SARAH, West Parade, Kingston upon Hull. Oct 30. Moss & Co, Hull
TWIGG, SARAH ANN, New Inn, Marsden, Almondbury, York. Oct 15. Ramsden & Co, Huddersfield
WHITE, ELIZABETH, Shotteswell, Warwick. Oct 25. Munton & Co, Banbury
WHITE, WILLIAM THOMAS, Kingston-upon-Hull, Merchant. Oct 31. Rollit & Sons, Hull
WHITFIELD, EDWARD RICHARD, Thornborough House, Watford, Herts, Gent. Oct 25. Wells, Paternoster row
WILLS, MICHAEL, St Luke's rd, Torquay, Esq. Nov 24. W R Cooke, New inn
WILSON, JOHN, Sandfield, Tunbridge Wells, Esq. Jan 21. Pearce, Abchurch chbrs
WILTSHIRE, GEORGE, Bromham, Wilts. Nov 1. Norris & Hancock, Devizes

London Gazette.—TUESDAY, Oct. 2.

ATKINS, ELLEN ANNE, Fleece Hotel, Cheltenham. Nov 13. Ryland & Waghorne, Cheltenham
BAYLIS, Rev EDWARD, Hedgerley Rectory, Bucks, Clerk. Nov 10. Routh & Co, Southampton st
BOUNDY, MARY, Chestnut st, Liverpool. Nov 10. Brabner & Court, Liverpool
BRUNYEE, Rev NATHANIEL, Westgate House, Tickhill. Oct 29. Matthews, Westgate, Tickhill
CUSHION, WILLIAM, Loddon, Norfolk, Farmer. Nov 10. Copeman & Cadge, Loddon
DOUGLAS, JANE. Nov 10. Wheeler & Sargeant, Wokingham
FAIRMAN, ALFRED NELSON, Charleville rd, West Kensington, Captain in H M Navy. Oct 21. Robins, Pancras lane
FERGUSON, WILLIAM HARRY, Fairlawn, Hollington pk, St Leonards, Gent. Nov 14. Pearce-Jones & Co, John st
FRIPP, FREDERICK, Hare and Hounds Hotel, Springbourne, Bournemouth. Oct 20. Ralph Smythe, Bournemouth
HALL, ROBERT, Hope Foundry, Bury, Lancaster, Ironfounder. Oct 31. Butcher & Barlow, Bury, Lancs
HARCOURT, GEORGE, Stafford ter, Kensington, M.D. Nov 17. Nicol & Co, Lime st
HAYDEN, MARY ANN, Spencer st, Birmingham. Nov 30. Pepper, Birmingham
HENRY, JAMES CHARLES, Monkwell st, Brace Manufacturer. Nov 10. Armstrong & Lamb, Old Jewry
HUGHES, ROBERT, Weymouth villas, Gunnersbury, a Retired Major General. Oct 24. Warrens, Great Russell st
HYLTON, FREDERIC RICHARD, Felmingham, Norfolk, Farmer. Nov 1. Forster, Aylsham, Norfolk
JONES, MARY ANN, Clifton Down, nr Bristol. Nov 1. Hughes & Co, Budge row
KENDAL, MARY, Burton in Lonsdale, Thornton in Lonsdale, York. Oct 25. Thompson, Bentham
MAULTBY, EMILY, Leighton Buzzard, Bedford. Nov 12. Newton & Co, Leighton Buzzard
MAULTBY, WILLIAM, Leighton Buzzard, Bedford, Baker. Nov 12. Newton & Co, Leighton Buzzard
MELVILLE, JOHN PRINGLE, Forest Hall, Northumberland, Master of Medicine. Oct 31. Arnott & Co, Newcastle upon Tyne
MICKLETHWAIT, RICHARD, Ardsley House, nr Barnsley, York, Esq. Nov 28. Fisher, Doncaster
MORSE, ABRAHAM, St James' Barton, Bristol. Oct 28. Watson, Leadenhall st
RUDLAND, JAMES THOMAS BICKMORE, St Paul's crescent, Camden sq, Compositor. Oct 31. Lucas & Ward, Finsbury pavement
SARWISE, JOSEPH SIMPSON, Moordyke, Castlesowerby, Cumberland, Yeoman. Nov 30. Dobinson & Watson, Carlisle
SOUTHCOTT, CHARLES, Dalling rd, Hammersmith, Gent. Nov 15. Watson & Co, Hammersmith
STEPHENS, JOHN AUGUSTUS, Baker st, Portman sq, Esq. Nov 13. Coode & Co, Bedford row
SWANN, CHARLES FREDERICK, Connaught pl, Hyde pk. Nov 2. Vincent, Cannon st
THONGER, THOMAS, De Grey rd, Leeds, Gent. Nov 19. Mathews & Co, Birmingham
WARWICK, GEORGE, Boston, Lincoln. Oct 20. Waite & Co, Boston
WOODCOCK, EDWARD, Yorkshire st, Rochdale, Lancaster. Nov 19. Addleshaw & Warburton, Manchester
WYBRON, THOMAS, otherwise THOMAS WEBBER, Castle Inn, Aberaman, Aberdare, Glamorgan, Innkeeper. Dec 3. Howell & Williams, Aberdare
YOUNG, HENRY, New Alresford, Hants, Grocer. Oct 25. Blackmore & Shield, Alresford

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Sept. 28.

RECEIVING ORDERS.

BALDWIN, RICHARD, Westcombe pk, Kent, Builder Greenwich Pet Sept 4 Ord Sept 25
OWCOCK, ALFRED, Warrington, Butcher Warrington Pet Sept 25 Ord Sept 25
BEATT, MARY, Gainsborough, Boot Dealer Lincoln Pet Sept 24 Ord Sept 24
BRITTON, SAMUEL, St George's, Gloucestershire, Florist Bristol Pet Sept 24 Ord Sept 24
BROWN, SETH, Aylestone pk, Leicestershire, Builder Leicester Pet Sept 26 Ord Sept 26
BROWN, TOM, Springbourne, Bournemouth, Cab Proprietor Poole Pet Sept 24 Ord Sept 24
CADEL, JOHN, Dorchester, Oxfordshire, Farmer Oxford Pet Sept 26 Ord Sept 26
CAMPBELL, CHARLES WILLIS, Southampton, Hay Merchant Southampton Pet Sept 10 Ord Sept 25
CAMPBELL, Sir JOHN, address unknown, Major-General High Court Pet Aug 30 Ord Sept 25
DETMOLD, EDWARD, High Holborn, Cigar Importer High Court Pet Aug 16 Ord Sept 25
EARP, JOSEPH JAMES, Pontefract, Cocoa House Proprietor Wakefield Pet Sept 25 Ord Sept 25
EVANS, JOSEPH HENRY, Ynysybwl, Glamorganshire, Grocer Pontypridd Pet Sept 26 Ord Sept 26
FEARN, GEORGE ALLTON, Leicester, Plumber Leicester Pet Sept 25 Ord Sept 26
FINBOW, ARTHUR JOHN, Stowmarket, Coal Merchant Bury St. Edmunds Pet Sept 26 Ord Sept 26
FRANCIS, JOHN, Stamford, Northamptonshire, Baker Peterborough Pet Sept 26 Ord Sept 26
GIBBINS, JOHN DENNIS, Evington, Leicestershire, Builder Leicester Pet Sept 25 Ord Sept 25
GOOLE, JOHN, Besthorpe, Norfolk, Farmer Norwich Pet Sept 24 Ord Sept 24
GORDON, RALPH JAMES FORBES LEITH, Tenby, Licensed Victualler Pembroke Dock Pet Sept 24 Ord Sept 24
GRIFFIN, ERNEST EDWARD, King's Heath, Solicitor Birmingham Pet Sept 24 Ord Sept 24
HARDY, ANNA, Northampton, Tobacconist Northampton Pet Sept 26 Ord Sept 26
HATHERLEY, GEORGE, Torquay, Porter Exeter Pet Sept 26 Ord Sept 26
HAWLEY, JOHN, Brownswood rd, S Hornsey, Traveller High Court Pet Aug 15 Ord Sept 26
HEATH, HENRY, Torquay, Carpenter Exeter Pet Sept 24 Ord Sept 24
ISAACS, FREDERICK SAMUEL, address unknown High Court Pet Aug 3 Ord Sept 26
JACOBS, JAMES WILLIAM, Folkestone, Lodging house Keeper Canterbury Pet Sept 24 Ord Sept 24
JONES, MARGARET, Conwil, Caio, Carmarthenshire, Farmer Carmarthen Pet Sept 25 Ord Sept 25
KERBY, HENRY, Huntley st, Bedford sq, Upholsterer High Court Pet Sept 26 Ord Sept 25
LAMBLE, WILLIAM EDWIN, Newton Abbot, Tailor Exeter Pet Sept 24 Ord Sept 24
LANCASTER, GEORGE, York, Provision Dealer York Pet Sept 26 Ord Sept 26
LENG, THOMAS, Stockton on Tees, Flour Merchant Stockton on Tees and Middlesborough Pet Sept 25 Ord Sept 25
LLOYD, GEORGE, Coventry, Hosier Coventry Pet Sept 26 Ord Sept 26
LUEN, ALBERT EDWARD, and JAMES HENRY HAWKINS, Penarth, Builders Cardiff Pet Sept 22 Ord Sept 22
MARFLEET, JOHN, Longton, Staffordshire, Solicitor Stoke on Trent Pet Aug 30 Ord Sept 25
MARTIN, REUBEN BARKER, Southampton, Builder Southampton Pet Sept 24 Ord Sept 24
MOORE, GEORGE, Ipswich, Butcher Ipswich Pet Sept 21 Ord Sept 22
ORGER, ALFRED, Wingham, Kent, Fly Proprietor Canterbury Pet Sept 24 Ord Sept 24
OWEN, WILLIAM, Rhosybol, Anglesey, Licensed Victualler Bangor Pet Sept 25 Ord Sept 25
PERCIVAL, GEORGE, Stanwix, Cumberland, Innkeeper Carlisle Pet Sept 26 Ord Sept 26
PICKERING, PERCIVAL JOHN, Queen Victoria st, Solicitor High Court Pet Aug 22 Ord Sept 7
ROBERTS, HENRY, Hindon, Wilts, Farmer Salisbury Pet Sept 21 Ord Sept 21
ROBINSON, HENRY JOHN, Derby, Joiner Derby Pet Sept 10 Ord Sept 26
ROCK, WILLIAM, Grantham, Lincoln, General Dealer Nottingham Pet Sept 11 Ord Sept 26
ROWLAND, ELIZABETH, Alexander terr, Woodberry Town, Tottenham, Lodging-house Keeper High Court Pet Sept 7 Ord Sept 24
SLATER, GEORGE, Cambridge, Builder Cambridge Pet Sept 26 Ord Sept 26
SMYTH, WILLIAM, Solon New rd, Clapham High Court Pet Sept 6 Ord Sept 24
TAMPLIN, EDWARD, and EDWARD WILLIAM TAMPLIN, Llantrissant, Glamorgan, Cattle Dealers Pontypridd Pet Sept 21 Ord Sept 21
TILDESLEY, MATTHEW HERBERT, and THOMAS PARDOE, Willenhall, Builders Wolverhampton Pet Sept 24 Ord Sept 25
TINDALE, MICHAEL, Pittington, Durham, Farmer Durham Pet Sept 26 Ord Sept 26
TRAPNELL, RICHARD JAMES, Liverpool, Butcher Liverpool Pet Sept 12 Ord Sept 24
TRIGGS, HENRY WALTER, Bishopsgate Without, Hairdresser High Court Pet Sept 25 Ord Sept 26
TURNER, JAMES, King st, Hammersmith, Grocer High Court Pet Sept 26 Ord Sept 26
WATERHOUSE, ISAAC, West Gorton, nr Manchester, Cotton Yarn Manufacturer Manchester Pet Sept 13 Ord Sept 26
WELLS, JOHN, Harrow rd, Paddington, Baker High Court Pet Sept 24 Ord Sept 24
WILLIAMS, JOHN, Saint Pierre Farm, nr Chepstow, Farm Bailiff Newport, Mon Pet Sept 25 Ord Sept 25
WILLIS, CHARLES, Pontycymmer, Glamorgan, Painter Cardiff Pet Sept 24 Ord Sept 24
YATES, MOSES, Middle Hulton, nr Bolton, Collier Bolton Pet Sept 24 Ord Sept 24
The following amended notice is substituted for that published in the London Gazette of Sept 7.
JONES, GEORGE, East Cowes, Painter Newport and Ryde Pet Sept 1 Ord Sept 1

FIRST MEETINGS.

ADOLPH, GEORGE, Landor rd, Shepherd's Bush, Furniture Dealer Oct 5 at 11 Bankruptcy bldgs, Lincoln's inn
BECK, THOMAS, Belgrave, Leicestershire, Bricklayer Oct 8 at 12.30 28, Friar lane, Leicester
BOURNE, WILLIAM, St Leonards on Sea, Bricklayer and Greengrocer Oct 8 at 12 Young & Son, Bank bldgs, Hastings
BOWNES, EDWARD, Winsford, Cheshire, Grocer Oct 10 at 11.30 Royal Hotel, Crewe
BRITTON, SAMUEL, St George's, Gloucestershire, Florist Oct 9 at 12 Off Rec, Bank chambers, Bristol
BROWN, TOM, Springbourne, Bournemouth, Cab Proprietor Oct 8 at 12.30 Off Rec, Salisbury
CALVERT, JOHN, WILLIAM FREDERICK CALVERT, HENRY CALVERT, and FRANK CALVERT, Halifax, Worsted Spinners Oct 9 at 11.30 Mechanics' Institute, Crossley st, Halifax

CAMPBELL, CHARLES WILLIS, Southampton, Hay Merchant Oct 10 at 11.30 Off Rec, 4, East st, Southampton
COLLARD, JAMES, Stourmouth, Kent, Farmer Oct 5 at 3 Fountain Hotel, Canterbury
COURT, WILLIAM, Margate, Grocer's Assistant Oct 6 at 12 Bankruptcy bldngs, Lincoln's inn
DANCE, EDWARD, Bushey Hill rd, Tax Collector Oct 5 at 12.30 33, Carey st, Lincoln's inn
DAWSON, EMILY, Scarborough, Lodging House Keeper Oct 5 at 11.30 Off Rec, 74, Newborough st, Scarborough
DODD, ALBERT WILLIAM, Caversham, Oxfordshire, Builder Oct 5 at 12 Queen's Hotel, Reading
EDWARDS, HUMPHREY, Salop, Farmer Oct 5 at 2 Queen's Hotel, Oswestry
FEARN, GEORGE ALLTON, Leicester, Plumber Oct 9 at 3 28, Friar lane, Leicester
FLEMING, ALFRED WILLIAM, Tonbridge, Kent, out of business Oct 11 at 2 Spencer & Reeves, Mount Pleasant, Tunbridge Wells
GARDNER, JOHN ARTHUR, and ARTHUR MAYOR BROWN, Swaffham, Norfolk, Brewers Oct 6 at 1 Off Rec, 8, King st, Norwich
GIBBINS, JOHN DENNIS, Evington, Leicestershire, Builder Oct 9 at 12.30 28, Friar lane, Leicester
HALL, WILLIAM HENRY, Gt Peatling, Leicestershire, Farmer Oct 5 at 3 28, Friar lane, Leicester
HATHERLEY, GEORGE, St Mary Church, Devon, Porter Oct 10 at 11 Off Rec, 13, Bedford circus, Exeter
HEATH, HENRY, Torquay, Carpenter Oct 8 at 3 Off Rec, 13, Bedford circus, Exeter
HEYWARD, GEORGE ARTHUR, Manchester, Estate Agent Oct 5 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
HOPKINSON, WILLIAM HENRY, Goole, Yorks, General Dealer Oct 6 at 11 Lowther Hotel, Goole
HOWARD, JOHN, Hockering, Norfolk, Farmer Oct 6 at 12 Off Rec, 8, King st, Norwich
HUNDLEY, FRANCIS ERNEST, Windsor rd, Holloway, Clerk Oct 5 at 11 33, Carey st, Lincoln's inn
JACOBS, JAMES WILLIAM, Folkestone, Lodging house keeper Oct 5 at 11 73, Sandgate rd, Folkestone
JEFFCOAT, JAMES, St Paul's churchyard, Chemist Oct 5 at 12 33, Carey st, Lincoln's inn
JENNINGS, BENJAMIN, Penryn, Cornwall, Carrier Oct 5 at 11 King's Arms Hotel, Penryn
LANCASTER, GEORGE, York, Provision Dealer Oct 8 at 12 Off Rec, York
LARKHAM, HENRY, Birmingham, Station Master Oct 5 at 2 Queen's Hotel, Reading
LUEN, ALBERT EDWARD, and JAMES HENRY HAWKINS, Penarth, Builders Oct 5 at 3 Off Rec, 29, Queen st, Cardiff
MARTIN, REUBEN BARKER, Southampton, Builder Oct 10 at 11 Off Rec, 4, East st, Southampton
MAYHEW, GEORGE, Old Newton, Suffolk, Farmer Oct 5 at 12 Off Rec, Ipswich
MILLER, EDWIN, Cossall, Notts, Twisthand Oct 6 at 2.30 Flying Horse Hotel, Nottingham
MITCHELL, JOHN, Liverpool, Grocer Oct 9 at 3 Off Rec, 35, Victoria st, Liverpool
MOORE, GEORGE, Ipswich, Butcher Oct 5 at 12 Off Rec, Ipswich
ORGER, ALFRED, Wingham, Kent, Fly Proprietor Oct 5 at 4 47, St George's st, Canterbury
PAGET, T, High st, Clapham, Florist Oct 5 at 12 Bankruptcy bldgs, Lincoln's inn
PARSONS, AMOS, Walsall, Grocer Oct 6 at 12 Off Rec, Wolverhampton
POLLITT, LUKE, Moston, nr Manchester, Underclothing Manufacturer Oct 5 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
POWELL, JOHN, Liverpool, Builders' Merchant Oct 9 at 12 Off Rec, 35, Victoria st, Liverpool
ROBERTS, HENRY, Hindon, Wilts, Farmer Oct 5 at 3 Off Rec, Salisbury
ROGERS, JAMES, Knottingley, Yorks, Grocer Oct 5 at 11 Off Rec, Bond ter, Wakefield
SNOW, WILLIAM HENRY, Hanley, Solicitor Oct 8 at 11 Off Rec, Newcastle under Lyme
STONE, JOSEPH JOHN, Manchester, Grocer Oct 5 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester
UNGLESS, HENRY JAMES, Mildenhall, Suffolk, Builder Oct 15 at 12.30 Guildhall, Bury St Edmunds
WILLIAMS, HUGH, St Asaph, Flintshire, Farmer Oct 8 at 4 Star Cocoa House, Rhyl
WOODCOCK, JOSEPH, Crewe, Painter Oct 10 at 11 Royal Hotel, Crewe
YATES, ALFRED, Halifax, Tool Maker Oct 8 at 11 Townnall chbrs, Crossley st, Halifax
YATES, MOSES, Middle Hulton, nr Bolton, Collier Oct 5 at 11 16, Wood st, Bolton

ADJUDICATIONS.

BARNETT, ALFRED, Cape of Good Hope, Clerk Newport, Mon Pet May 24 Ord Sept 25
BIRD, ARTHUR, Leadenhall st, Metal Broker High Court Pet July 21 Ord Sept 26
BOWCOCK, ALFRED, Warrington, Butcher Warrington Pet Sept 25 Ord Sept 25
BRETT, MARY, Gainsborough, Boot Dealer Lincoln Pet Sept 24 Ord Sept 24
COWEN, JOSEPH, Newcastle on Tyne, Grocer Newcastle on Tyne Pet Sept 5 Ord Sept 25
EARP, JOSEPH JAMES, Pontefract, Yorks, Cocoa House Proprietor Wakefield Pet Sept 25 Ord Sept 25
EVANS, JOSEPH HENRY, Ynysybwl, Glam, Grocer Pontypridd Pet Sept 26 Ord Sept 26
FARRAR, TOM, Halifax, Woolstapler Halifax Pet Sept 17 Ord Sept 26
FEARN, GEORGE ALLTON, Leicester, Plumber Leicester Pet Sept 24 Ord Sept 25
FINDOW, ARTHUR JOHN, Needham Market, Suffolk, Coal Merchant Bury St Edmunds Pet Sept 14 Ord Sept 26
FRANCIS, JOHN, Stamford, Baker Peterborough Pet Sept 25 Ord Sept 26
GIBSON, WILLIAM, Liverpool, Grocer Liverpool Pet Sept 18 Ord Sept 25
GRIFFIN, ERNEST EDWARD, King's Heath, Worces, Solicitor Birmingham Pet Sept 24 Ord Sept 24
HARDCASTLE, PHILLIP HALL, Mecklenburg sq, Solicitor High Court Pet June 9 Ord Sept 24
HARDY, ANNA, Northampton, Tobacconist Northampton Pet Sept 26 Ord Sept 26
HATHERLEY, GEORGE, Torquay, Porter Exeter Pet Sept 26 Ord Sept 26
HEATH, HENRY, Torquay, Carpenter Exeter Pet Sept 24 Ord Sept 24
HERAPATH, SPENCER JOHN, and A. F. DELMAR, Drapers' grdns, Stockbrokers High Court Pet Aug 2 Ord Sept 22
HOPKINS, JOHN, CATHERINE HOPKINS, and MORGAN HOPKINS, Swansea, Butchers Swansea Pet Sept 19 Ord Sept 24
JOHN, GEORGE MEYRICK, Haverfordwest, Confectioner Pembroke Dock Pet Sept 22 Ord Sept 25
JONES, MARGARET, Conwil Caio, Carmarthenshire, Farmer Carmarthen Pet Sept 21 Ord Sept 25
LAMBLE, WILLIAM EDWIN, Newton Abbot, Tailor Exeter Pet Sept 24 Ord Sept 24
LENG, THOMAS, Stockton on Tees, Flour Merchant Stockton on Tees and Middlesborough Pet Sept 25 Ord Sept 25
LESTER, FRANCIS, Thorpe Morieux, Suffolk, Shopkeeper Colchester Pet Sept 19 Ord Sept 25
LUEN, ALBERT EDWARD, and JAMES HENRY HAWKINS, Penarth, Builders Cardiff Pet Sept 22 Ord Sept 25
MARSHALL, CORNELIUS THEOPHILUS, Halifax, Clothier Halifax Pet Sept 8 Ord Sept 25
MARTIN, REUBEN BARKER, Southampton, Builder Southampton Pet Sept 24 Ord Sept 24
MOORE, GEORGE, Ipswich, Butcher Ipswich Pet Sept 22 Ord Sept 25
ORGER, ALFRED, Wingham, Kent, Fly Proprietor Canterbury Pet Sept 22 Ord Sept 24
PERCIVAL, GEORGE, Stanwix, Cumberland, Innkeeper Carlisle Pet Sept 26 Ord Sept 26
PERRILA, C., Lenthall rd, Dalston, Builder High Court Pet May 22 Ord Sept 24
ROBERTS, HENRY, Hindon, Wilts, Farmer Salisbury Pet Sept 21 Ord Sept 21
SLATER, GEORGE, King st, Cambridge, Builder Cambridge Pet Sept 26 Ord Sept 26
SYKES, FRANK HENRY, Derby, Confectioner Derby Pet Sept 15 Ord Sept 26
TURNER, JAMES, King st, Hammersmith, Grocer High Court Pet Sept 26 Ord Sept 26
TAMPLIN, EDWARD, and EDWARD WILLIAM TAMPLIN, Llantrisant, Glamorganshire, Cattle Dealers Pontypridd Pet Sept 21 Ord Sept 21
TILDESLEY, MATTHEW HERBERT, and THOMAS PARDOE, Willenhall, Builders Wolverhampton Pet Sept 24 Ord Sept 25
UNGLESS, HENRY JAMES, Mildenhall, Suffolk, Builder Bury St Edmunds Pet Sept 22 Ord Sept 26
VALIANT, ARTHUR, Bury St Edmunds, Bricklayer Bury St Edmunds Pet Sept 19 Ord Sept 24
WELLS, JOHN, Harrow rd, Baker High Court Pet Sept 24 Ord Sept 24
WILLIS, CHARLES, Pontycymmer, Glamorganshire, Painter Cardiff Pet Sept 24 Ord Sept 24
WILSON, ROBERT, Brunswick gdns, Kensington High Court Pet July 11 Ord Sept 25
YATES, ALFRED, Halifax, Machine Tool Maker Halifax Pet Sept 22 Ord Sept 25
YATES, MOSES, Middle Hulton, nr Bolton, Collier Bolton Pet Sept 24 Ord Sept 25

London Gazette.—TUESDAY, Oct. 2.

RECEIVING ORDERS.

ARTHUR, JOHN, Melkridge, nr Haltwhistle, Farmer Carlisle Pet Sept 27 Ord Sept 27
BENNETTS, ROBERT, Tascus Gwinear, Cornwall, Farmer Truro Pet Sept 29 Ord Sept 29
BLACKETT, PETER WILLIAM, Fakenham, Norfolk, Wheelwright Norwich Pet Sept 28 Ord Sept 28
BRIDGES, ARTHUR HENRY, Cheriton, Kent, Baker Canterbury Pet Sept 28 Ord Sept 28
BRYANT, CHARLES RUSCOE, Ashburton, Devon, Wine Merchant Exeter Pet Sept 17 Ord Sept 27
BUCKLAND, HENRY FITZHERBERT, address unknown, Solicitor Bristol Pet Sept 25 Ord Sept 27
FAIRE, GEORGE ROBERT, Barkby, Leicestershire, Boot Manufacturer Leicester Pet Sept 29 Ord Sept 29
FLETCHER, EDWARD JOHN WOOD, Nottingham, Milliner Nottingham Pet Sept 28 Ord Sept 28
GEORG, CARL WILHELM, Manchester, Provision Merchant Manchester Pet Sept 28 Ord Sept 28
GIBSON, CHARLES EDWARD THORNTON, Lyndhurst, Southampton, Gent Southampton Pet Sept 28 Ord Sept 28
HENDERSON, EDWARD PERCY, Whitwick, Leicestershire, Draper Leicester Pe Sept 29 Ord Sept 29
HUNTER, THOMAS, Telford pk, Streatham hill, Gent Wandsworth Pet Aug 23 Ord Sept 27
JELLEY, JAMES GEORGE, and HENRY JELLEY, North st, Wandsworth, Bicycle Manufacturers Wandsworth Pet Aug 15 Ord Sept 27
LOVE, JAMES, West Cowes, Grocer Newport and Ryde Pet Sept 27 Ord Sept 27
MATTHEWS, WILLIAM MARTIN, Dodbrooke, nr Kingsbridge, Devon, Corn Factor East Stonehouse Pet Sept 27 Ord Sept 27
MCLACHLAN, DONALD, Liverpool, Tailor Liverpool Pet Sept 27 Ord Sept 27
MOUNTFORD, JAMES ANDREW, Birmingham, Builder Birmingham Pet Sept 27 Ord Sept 27
MYERSCOUGH, RICHARD, Preston, Contractor Preston Pet Sept 11 Ord Sept 28
NORTON, SAMUEL JOSEPH, Copeland rd, Peckham, Manager to Corn Merchants High Court Pet Sept 28 Ord Sept 28
PARTINGTON, WILLIAM BOLTON, Hereford, Builder Hereford Pet Sept 29 Ord Sept 29
PERRY, JOHN CHARLES, Clifton, out of business Bristol Pet Sept 28 Ord Sept 28
PRATT, SAMPSON JONATHAN MARKHAM, and ROBERT WILLIAM VALENTINE PRATT, Fakenham, Farmers Norwich Pet Sept 27 Ord Sept 27
PRICE, THOMAS, Stock, Worcestershire, Beer Retailer Worcester Pet Sept 27 Ord Sept 27
RILEY, GEORGE THOMAS, Bishopsgate Without, Tailor High Court Pet Sept 27 Ord Sept 28
ROBERTSON, CHARLES FREDERICK, Swindon, Saddler Swindon Pet Sept 13 Ord Sept 27
SAGE, DAVID, Brentwood, Coal Merchant Chelmsford Pet Sept 26 Ord Sept 26
SPINK, THOMAS, Stockton on Tees, Soda Water Manufacturer Stockton on Tees and Middlesborough Pet Sept 26 Ord Sept 26
STEVENSON, ROBERT, Manchester, Yarn Merchant Manchester Pet Sept 27 Ord Sept 27
STOVOLD, ARTHUR CHARLES, Tunbridge Wells, Tailor Tunbridge Wells Pet Sept 28 Ord Sept 28
SUMNER, OSWALD, Oldham, Traveller Oldham Pet Sept 26 Ord Sept 28
TIMEWELL, WREFORD UPTON, Hatfield, Out of business St Albans Pet Sept 27 Ord Sept 27
WHITELEY, EDWARD, Shrewsbury, Butcher Shrewsbury Pet Sept 19 Ord Sept 29

WILKES, EDWARD, Perry Bar, Staffs, Clerk Birmingham Pet Sept 19 Ord Sept 29
WILLOCK, BENJAMIN, Tamworth, Baker Birmingham Pet Sept 28 Ord Sept 28

The following amended notice is substituted for that published in the London Gazette of Aug. 31.

CORNISH, PHILIP, jun, Leyton, Builder High Court Pet Aug 7 Ord Aug 29

The following amended notice is substituted for that published in the London Gazette of Sept. 25.

MILLER, EDWIN, Cossall, Notts, Twist Hand Derby Pet Sept 22 Ord Sept 22

FIRST MEETINGS.

ANDREWS, RICHARD FLEXON, Essex rd, Islington, Butcher Oct 11 at 11 Bankruptcy bldgs, Lincoln's inn
ARTHUR, JOHN, Melkridge, nr Haltwhistle, Farmer Oct 15 at 12.30 Off Rec, 34, Fisher st, Carlisle
BLACKETT, PETER WILLIAM, Fakenham, Norfolk, Wheelwright Oct 13 at 11 Off Rec, 8, King st, Norwich
BRAYNE, THOMAS, Leamington, Bootmaker Oct 9 at 11 Edward Thomas Peirson, Off Rec, 17, Hertford st, Coventry
BRIDGES, ARTHUR HENRY, Cheriton, Kent, Baker Oct 11 at 3.30 73, Sandgate rd, Folkestone
BRYANT, CHARLES RUSCOE, Ashburton, Devon, Wine Merchant Oct 15 at 11 Castle of Exeter, at Exeter
BURNET, JAMES MURRAY, Tunbridge Wells Oct 16 at 2.30 Spencer & Reeves, Mount Pleasant, Tunbridge Wells
CROSS, WILLIAM, Withersfield, Suffolk, Farmer Oct 15 at 2.45 Townhall, Haverhill
DANES, PARKER, Everton, Bedfordshire, Farmer Oct 9 at 10.30 8, St Paul's sq, Bedford
DAVIES, JOHN EDWARD JOSEPH, Tynypant, Cerrigydruidion, Farmer Oct 9 at 1.15 County hall, Wrexham
EARP, JOSEPH JAMES, Pontefract, Cocoa house Proprietor Oct 9 at 11 Red Lion Hotel, Pontefract
ELLIS, GEORGE H, Queen Victoria st Oct 10 at 12 33, Carey st, Lincoln's inn
FINDOW, ARTHUR JOHN, Suffolk, Coal Merchant Oct 9 at 12.15 Off Rec, Ipswich
FRANCIS, JOHN, Stamford, Northamptonshire, Baker Oct 16 at 12 County Court, Peterborough
GOGLE, JOHN, Besthorpe, Norfolk, Farmer Oct 13 at 11.30 Off Rec, 8, King st, Norwich
GORDON, RALPH JAMES FORBES LEITH, Tenby, Licensed Victualler Oct 10 at 3.45 Gate House Hotel, Tenby
HARDY, ANNA, Northampton, Tobacconist Oct 12 at 2 County Court, Northampton
HORNSBY & Co., Ellington st, Barnsbury, Exporters Oct 10 at 11 33, Carey st, Lincoln's inn
HOUSTON, JOHN SAMUEL, residence unknown, Retired Supervisor Oct 16 at 12 67, Duke st, Whitehaven
JOHN, GEORGE MEYRICK, Haverfordwest, Confectioner Oct 18 at 11 Castle Hotel, Haverfordwest
JONES, MARGARET, Conwil Caio, Carmarthenshire, Farmer Oct 19 at 11 Off Rec, 11, Quay st, Carmarthen
JORDAN, EDWARD IRVINE, Biggleswade, Bedfordshire, Tutor Oct 9 at 10 8, St Paul's sq, Bedford
KING, JAMES, Bexhill, Sussex, Builder Oct 9 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
LAMBLE, WILLIAM EDWIN, Newton Abbot, Tailor Oct 10 at 12 Castle of Exeter, Exeter
LOVE, JAMES, West Cowes, I.W., Grocer Oct 13 at 3 Holyrood chbrs, Newport, I.W.
MALLOWS, GEORGE, Glasbury, Brecknockshire, Carpenter Oct 19 at 10 2, Offa st, Hereford
MARGRY, CHARLES FLORENTIN, Duncan ter, Islington, Feather Dyer Oct 9 at 12 33, Carey st, Lincoln's inn
MEAKIN, EDWARD EBENEZER, Crayford rd, Tufnell pk, Gent Oct 10 at 11 33, Carey st, Lincoln's inn
MOBBS, JOHN, Southgate rd, Islington, Gent Oct 9 at 11 33, Carey st, Lincoln's inn
MULLER, ALFRED OSCAR, St Leonards on Sea, Private Tutor Oct 10 at 1 Young & Son, Bank bldgs, Hastings
NEALE, WILLIAM BUCHANAN, Thicket rd, Anerley, Commission Agent Oct 10 at 12 Bankruptcy bldgs, Lincoln's inn
PEARSON, NOAH, Batley, York, out of business Oct 10 at 3 Off Rec, Bank chmbrs, Batley
PERCIVAL, GEORGE, Stanwix, Cumberland, Innkeeper Oct 15 at 12 Off Rec, 34, Fisher st, Carlisle
PERRY, JOHN CHARLES, Clifton, out of business Oct 17 at 12 Off Rec, Bank chmbrs, Bristol
PRATT, SAMPSON JONATHAN MARKHAM, and ROBERT WILLIAM VALENTINE PRATT, Fakenham, Farmers Oct 13 at 12.30 Off Rec, 8, King st, Norwich
PRICE, THOMAS, Bradeley, Worcestershire, Beer Retailer Oct 11 at 11 Off Rec, Worcester
RAMSAY, HARRY HARRIS, Gresham st, Trimming Manufacturer Oct 11 at 11 33, Carey st, Lincoln's inn
REYNOLDS, HERBERT, Austin Friars, Stockbroker Oct 9 at 11 Bankruptcy bldgs, Lincoln's inn
ROBINSON, HENRY JOHN, Derby, Joiner Oct 10 at 12 Off Rec, St James's chbrs, Derby
SAGE, DAVID, Brentwood, Coal Merchant Oct 10 at 3.30 Shirehall, Chelmsford
SHAW, EDMUND, Newbury, Berks, Seedsman Oct 17 at 12.30 Few & Drewett, Market pl, Newbury
SKINNER, JOSEPH, Bishopsgate st Within, Timber Merchant Oct 9 at 12 Bankruptcy bldgs, Lincoln's inn
SLATER, GEORGE, Cambridge, Builder Oct 12 at 12 Off Rec, 5, Petty Cury, Cambridge
TAYLOR, JOSEPH, Salford, Carrier Oct 9 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester
TOSELAND, WALTER, Kettering, Seedsman Oct 13 at 2 County Court bldgs, Northampton
TRACE, GEORGE, Elgin ter, Maida vale, Private Enquiry Agent Oct 10 at 12 33, Carey st, Lincoln's inn
TURNER, EDWARD HENRY, Beckenham rd, Penge, Wine Merchant Oct 10 at 3 109, Victoria st, Westminster
WALKNER, ANDREW, Great Grimsby, Fisherman Oct 10 at 12 Off Rec, 3, Haven st, Great Grimsby
WITT, FREDERICK JOHN, Bridgend, Baker Oct 19 at 3 Off Rec, 29, Queen st, Cardiff

ADJUDICATIONS.

ARTHUR, JOHN, Melkridge, nr Haltwhistle, Farmer Carlisle Pet Sept 27 Ord Sept 27
BELL, GEORGE ALFRED, Gateshead, Builder Newcastle on Tyne Pet Sept 22 Ord Sept 27
BLACKETT, PETER WILLIAM, Fakenham, Norfolk, Wheelwright Norwich Pet Sept 27 Ord Sept 29
BOURNE, WILLIAM, St Leonards on Sea, Bricklayer Hastings Pet Sept 13 Ord Sept 27
BRAYNE, THOMAS, Leamington, Bootmaker Warwick Pet Sept 22 Ord Sept 27
BRIDGES, ARTHUR HENRY, Cheriton, Kent, Baker Canterbury Pet Sept 27 Ord Sept 28
BRITTON, SAMUEL, Saint George's, Gloucester, Florist Bristol Pet Sept 24 Ord Sept 29
BRYANT, CHARLES RUSCOE, Ashburton, Devon, Wine Merchant Exeter Pet Sept 15 Ord Sept 28
BUCKLAND, HENRY FITZHERBERT, address unknown, Solicitor Bristol Pet Sept 25 Ord Sept 29
CARBIS, RICHARD, Newtown, Ludgvan, Cornwall, Potato Buyer Truro Pet Aug 29 Ord Sept 26
CLIMPSON, REUBEN, Eastbourne, Builder Eastbourne and Lewes Pet June 28 Ord Sept 27
CROSS, WILLIAM, Withersfield, Suffolk, Farmer Cambridge Pet Sept 11 Ord Sept 27
ETTY, HENRY, and BENJAMIN GLANVILLE BARROW, Leipsic rd, Camberwell, Tanners High Court Pet Aug 24 Ord Sept 27
FENBY, HOMAN PRICE, Chapel Allerton, nr Leeds, Mechanical Engineer Leeds Pet July 27 Ord Sept 27
FLEMMING, ALFRED WILLIAM, Southborough, out of business Tunbridge Wells Pet Sept 19 Ord Sept 26
FRANCIS, THOMAS, Festiniog, Merionethshire, Butcher Bangor Pet Dec 22 Ord Sept 27
GEORG, CARL WILHELM, Manchester, Provision Merchant Manchester Pet Sept 28 Ord Sept 28
JUXON, WILLIAM, Birchfields, Staffs, Nut Maker Birmingham Pet Sept 3 Ord Sept 29
LANCASTER, GEORGE, York, Provision Dealer York Pet Sept 26 Ord Sept 26
LLOYD, SARAH ANNIE, Haverfordwest, Ironmonger Pembroke Dock. Pet Aug 27 Ord Sept 28
LOVE, JAMES, West Cowes, Grocer Newport and Ryde Pet Sept 27 Ord Sept 27
MCLACHLAND, DONALD, Liverpool, Tailor Liverpool Pet Sept 27 Ord Sept 27
MULLER, ALFRED OSCAR, St Leonards on Sea, Private Tutor Hastings Pet Sept 21 Ord Sept 27
NEWMAN, PETER, Southampton, Farmer Salisbury Pet Sept 11 Ord Sept 27
NORTH, WILLIAM JOHN, Wool Exchange, Coleman st, Merchant High Court Pet Aug 18 Ord Sept 27
NORTON, SAMUEL JOSEPH, Copeland rd, Peckham, Manager to Corn Merchants High Court Pet Sept 28 Ord Sept 28
PARTINGTON, WILLIAM BOLTON, Hereford, Builder Hereford Pet Sept 29 Ord Sept 29
PRICE, THOMAS, Bradley, Worcestershire, Beer Retailer Worcester Pet Sept 27 Ord Sept 29
RILEY, GEORGE THOMAS, Bishopsgate Without, Tailor High Court Pet Sept 27 Ord Sept 28
SHILSTON, JAMES W., Stratford High Court Sec 103 Ord Sept 28
SMYTH, WILLIAM, Solon New rd, Clapham High Court Pet Sept 6 Ord Sept 28
SNOW, WILLIAM HENRY, Hanley, Staffordshire, Solicitor Hanley, Burslem, and Tunstall Pet Aug 3 Ord Sept 27
SPINK, THOMAS, Stockton on Tees, Soda Water Manufacturer Stockton on Tees and Middlesborough Pet Sept 26 Ord Sept 26
STEVENSON, ROBERT, Manchester, Lancs, Yarn Merchant Manchester Pet Sept 27 Ord Sept 27
SUMNER, OSWALD, Oldham, Traveller Oldham Pet Sept 23 Ord Sept 28
TOURLE, THOMAS, Brighton, Stationer Brighton Pet Sept 4 Ord Sept 27
TRIMMING, ELIZA, residence unknown, Tobacconist High Court Pet July 5 Ord Sept 29
VEYSEY, VICTOR, address unknown High Court Pet June 20 Ord Sept 29
WELCH, HENRY, Abbott rd, Poplar, Baker High Court Pet Sept 15 Ord Sept 29
WILLIAMS, JOHN, St Pierre Farm, nr Chepstow, Farm Bailiff Newport, Mon Pet Sept 24 Ord Sept 29

The following amended notice is substituted for that published in the London Gazette, Sept 25.

MILLER, EDWIN, Cossall, Nottinghamshire, Twist Hand Derby Pet Sept 2 Ord Sept 22

BANKRUPTCIES ANNULLED.

PRICE, EDWARD THOMAS, address unknown, Assistant Commissary-General High Court Adjud June 29 Annul Sept 15
SEBRIGHT, Sir JOHN GAGE SAUNDERS, Bart, Mount st, Grosvenor sq High Court Adjud Jan 26 Annul Sept 28

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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SALES OF ENSUING WEEK.

Oct. 9.—Mr. GEO. NEWMAN, at the Eton Hotel, Adelaide-road, N.W., at 7 p.m., Family Residence (see advertisement, Oct. 6, p. 4).
Oct. 12.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 p.m., City Investment (see advertisement, Oct. 6, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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